

State of New Jersey
New Jersey Department of
Management and Administration (4210)

P.O. Date: 8/27/2024

Release Purchase Order
M4010 Business and IT Consulting and Advisory Services

Blanket Order Number

23-PROS1-40955:13

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Agency Ref. # RT 136127	
V E N D O R	Vendor Number: [REDACTED] The Boston Consulting Group Inc 466 Springfield Ave New Jersey, NJ 07901 sanders.kevin@bcg.com 703-477-0412
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	Remit Address: Kevin Sanders The Boston Consulting Group, Inc. Palatine, IL 60055 US
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S H I P T O	[REDACTED] 55 North Willow Street TRENTON , NJ 08608 US Email: [REDACTED] Phone: [REDACTED]	
	B I L L T O	[REDACTED] DOH M&A Accounting & Procurement Unit H & A Building, 7th Fl, PO BOX 360 Trenton, NJ 08625-0360 US Email: [REDACTED] Phone: [REDACTED]

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

ATTN: [REDACTED]

Solicitation (Bid) No.:		Payment Terms: Shipping Terms: Freight Terms: Delivery Calendar Day(s) A.R.O.: 0						
Item # 1 Class-Item 918-00 Business and IT Consulting and Advisory Services - An organizational assessment and developing a strategic plan for the Department of Health as required by PHAB. "Please See Notice of Executive Order 166."								
Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 3,750,000.00	NET	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 3,750,000.00

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 3,750,000.00

APPROVED

By:	
Phone#:	
BUYER	

BCG Response to Mini-Bid for
**Organizational Assessment
and Strategic Planning Services**
(M4010 Business and IT Consulting and Advisory Services)

New Jersey Department of Health
February 7, 2024

Primary Contact: Dr. Jonathan Lim, Managing Director & Partner

E-mail Address: [REDACTED]

Telephone Number: [REDACTED]

Address: Boston Consulting Group (BCG), 466 Springfield Ave, Summit, NJ 07901

The information contained in our response constitutes proprietary trade secrets or confidential commercial and financial information of BCG. Accordingly, pursuant to applicable laws and regulations, and based upon the exemptions from disclosure provided by the federal Freedom of Information Act and the exemptions provided under the Freedom of Information Law (FOIL), we hereby request that the Department of Transportation afford confidential treatment to the information in this proposal. If any person should request an opportunity to inspect, copy or otherwise obtain disclosure or use of any part of such information, we request that we be immediately notified of any such request, be furnished with a copy of all written materials pertaining to such request (including but not limited to the request itself and any agency determinations with respect to such request), and be given advance notice of any intended release or disclosure. Further, regardless of any requirements to the contrary, BCG reserves the right to request modifications to standard contract terms prior to execution of any agreement pursuant to this proposal.

New Jersey Department of Health (NJDOH) –

Boston Consulting Group, Inc (BCG) is pleased to respond to NJDOH's Mini-Bid for Organizational Assessment & Strategic Planning Services. We understand the importance and impact of this project and are incredibly excited to share our experiences and perspectives with you.

Like many of our DOH clients across the U.S., NJDOH is using this opportune moment to plan for the future, leveraging lessons learned from the COVID-19 emergency. You have shared that you are looking for proactive, systemic, long-term planning support to guide leadership decisions on strategic priorities. Moreover, this strategic planning needs to be aligned to a refreshed mission, vision, and values and supported by clear organizational structure and processes, to ensure collaboration across stakeholders and improve the health and wellbeing of NJ residents.

Accomplishing these goals in three months is an ambitious undertaking. The strategic plan and organizational assessment should be more than just reports. They should be documents that enable you, your staff and your stakeholders to make decisions that translate into action. To do so successfully, you need a partner who can work at an accelerated pace and empower the NJDOH team to own the final deliverables. BCG brings these capabilities and more. We believe the best partner for NJDOH will bring:

- Knowledge of population health and experience / benchmarks from supporting DOHs with similar efforts
- Proven methodologies in strategic planning
- An empathetic approach to organizational assessments and transformation
- A collaborative way of working that builds capabilities in your team
- An understanding of and deep commitment to NJ and its residents
- The values of integrity and service that define NJDOH and its mission

We recognize that strategic and organizational transformation projects go to the heart of our clients and have an outsized impact on the health of millions of people. We will work with humility and sensitivity to deliver the greatest impact and are committed to your success. We are ready to roll up our sleeves and bring the best of BCG and welcome the opportunity to further discuss how we can be the best partner for you.

Sincerely,



Dr. Jonathan Lim M.D.
Managing Director and Partner



Dr. Michael Choy Ph.D.
Managing Director and Senior Partner



Alexander Harrington
Senior Advisor



Suzanne Skipper
Managing Director and Partner

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Separate document: State Price Sheet

Separate document: Confidentiality/commitment to defend

1. Map of Information Requested to Mini-Bid Response Sections

Section of Mini-bid	Information Requested in Mini-bid	Response or Section to Reference in this response
Section 3.7.1: Confidentiality/commitment to defend		<i>In separate document</i>
Section 3.8 – Technical quote	Approach and plans for accomplishing work outlined in Scope of Work	5: Proposed approach to our work together
Section 3.9 – Engagement Management	Plans to manage, control, and supervise the engagement	5.4: How we will work together
	Approach to communicate with the State Contract Manager or designee(s)	5.4: How we will work together
Section 3.10- Engagement Schedule	Draft engagement schedule	5.3: Our proposed approach to strategic design and organizational assessment
Section 3.11 – Organizational experience	Overview of organization, personnel, and experience	3: Introduction to BCG and our capabilities 4: Capabilities and experience with similar efforts
	References	4.2: Detailed case studies of similar size and scope
Section 3.12 – Location	Address	The Boston Consulting Group, Inc. (BCG) 466 Springfield Ave, Summit, NJ, 07901
	Individual and telephone number	Dr. Jonathan Lim Managing Director and Partner [REDACTED]
Section 3.13 – Organization Charts	Organization chart, with names showing management, supervisory and other key personnel	5.4: How we will work together
Section 3.14 – Resumes	Detailed resumes should be submitted for all management, supervisory, and key personnel	Appendix: select team biographies
Section 3.15 – Experience with Contracts or Engagements of Similar Size and Scope	Comprehensive listing of contracts or Engagements of similar size and scope	4: Capabilities and experience with similar efforts
Section 3.16: State-supplied price sheet		<i>In separate document</i>

2. Our understanding of your needs

New Jersey Department of Health (NJDOH), comprising approximately 5,500 employees and a combined federal / state budget of \$2B, oversees public health in one of the most diverse (and the most densely populated) states in the nation. Like many of our DOH clients across the United States, NJDOH is looking to strengthen its capacity and prepare for the future. With a new Commissioner, fresh lessons learned from the COVID-19 pandemic, and significant federal funding focused on public and population health, NJDOH is embarking on this important effort to refresh its strategy, operating model, and organizational structure.

NJDOH is looking for a strategic plan with a refreshed mission, vision, values, and strategic priorities, aligned to federal goals and funding opportunities (with an increasing focus on population health not just public health). NJDOH is also looking for operating model and organizational structure recommendations, which are particularly important when employee talent and retention in DOHs across the U.S. are immense challenges post COVID-19. Redesigned processes, workflows, and capabilities are needed to deliver the best outcomes on topics as broad as health equity, long-term care facility resiliency and pandemic preparedness. There are also exciting new opportunities to maximize including unprecedented data modernization and public health workforce funding.

We believe that ultimately, the outputs of this work need to be bold and pragmatic. They also need to be more than just reports. They should enable and empower NJDOH, its staff, and stakeholders to make decisions that translate into action and impact the life of every NJ resident. We would be excited and humbled to be your partner on this transformational journey.

3. Introduction to BCG and our capabilities

BCG is a global strategy consulting firm that brings over 60 years of experience partnering with leading public and private sector organizations to tackle their most important challenges. We have more than 33,000 staff in 100+ offices globally, including a longstanding presence in Summit, NJ. We work with governments to create long-lasting, positive impact for citizens and society. We do this by drawing on BCG's unmatched industry and functional expertise, combined with our team's deep experience working with and for public sector organizations all over the world. Unlike traditional firms who serve DOHs, we are a health care and strategy firm, not just a health policy one. We bring a holistic person-centric health system perspective, having served providers, payers, community-based organizations, and health and human services agencies on very similar strategic planning and organizational assessment topics across the U.S.

Given our understanding of your needs, we believe the ideal partner for NJDOH should demonstrate six critical capabilities:

- Knowledge of population health and experience / benchmarks from supporting DOHs with similar efforts
- Proven methodologies in strategic planning
- An empathetic approach to organizational assessments and transformation
- A collaborative way of working that builds capabilities in your team
- An understanding of and deep commitment to NJ and its residents
- The values of integrity and service that define NJDOH and its mission

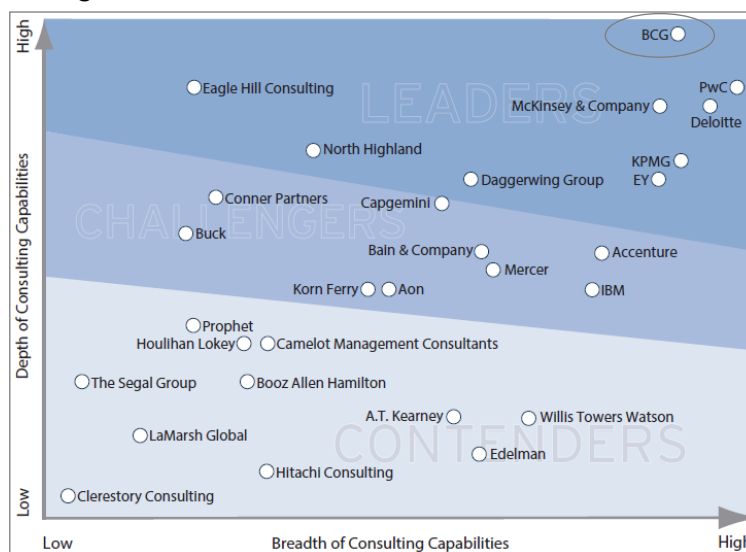
BCG has differentiated credentials across each of these:

Capability	BCG Credential
Knowledge of population health and experience supporting DOHs with similar efforts	BCG has supported 20+ health and human services agencies over the past 4 years, including ~10 state DOHs on strategic planning and organizational and operating model assessment projects • Based on our experience completing similar initiatives with DOHs across the country, we understand and have helped shape the changing role and expectations of DOHs and bring our best-in-class methodologies and benchmarks to the unique needs of NJ • Our team includes experts who have been in your shoes in state health / human services agencies or at the federal level (e.g., Centers for Disease Control and Prevention, Centers for Medicare & Medicaid Services) • We led 300+ COVID-19 projects across US states and 50+ countries and have a first-hand appreciation of the challenges DOHs have faced throughout the pandemic. This included establishing the Seven-State Consortium (including NJ) in the North-East of the U.S. This group initially came together to coordinate purchases of COVID-19 supplies and grew to harmonize broader emergency efforts, including aligning healthcare policy, synchronizing economic/industry regulation and timing and aligning communications efforts

Capability	BCG Credential
	● We have led 30+ distinct health equity-focused projects over the last year, have established BCG's Center for Inclusion and Equity, and committed \$100M to diversity, equity, and inclusion efforts ● We bring hands-on experience supporting key population health priorities including: ○ Vaccination campaigns with activities spanning provider enrollment, network design, supply chain optimization, data capture and reporting (including registries), communications to combat hesitancy / misinformation, and stakeholder partnerships ○ 50+ maternal health projects across systems change, service delivery, and policy, particularly in vulnerable communities ○ Assessing and improving the financial resiliency and quality of hospitals and LTCFs to support access to care across the continuum ○ Behavioral health efforts in the public sector and with providers, payers, community organizations, and research institutions ○ Development of state pandemic preparedness plans for baseline, emerging threat, and surge scenarios ○ Data transformation and modernization initiatives, leveraging lessons learned from COVID-19 including wide variation in systems' maturity and needs, chronic shortage of data talent, and difficulty in managing grants ○ Standing up programs and public / private sector collaboratives to address public health workforce shortages ○ Addressing health-related social needs with states (including NJ) through design and stand-up of housing, nutrition, transportation initiatives ● We have memorialized some of these learnings in BCG publications including: ○ "Fixing the Fallout from a Myopic Focus on Black Vaccine Hesitancy" https://www.bcg.com/publications/2021/addressing-vaccine-hesitancy-and-the-need-for-an-improved-healthcare-platform-focused-on-equity ○ "Why Attaining Health Equity Requires an Ecosystem Approach" https://medium.com/bcg-digital-ventures/why-attaining-health-equity-requires-an-ecosystem-approach-26bd29d33cad ○ "A Code Blue for State Health Data Systems" https://www.bcg.com/publications/2023/utilizing-public-health-data-tools ○ "The Existential Threat to US Hospitals" https://www.bcg.com/publications/2023/resilient-health-system-in-the-us

Capability	BCG Credential
	○ “An Aging-in-Place Strategy for the Next Generation” https://www.bcg.com/publications/2022/aging-in-place-plan-for-next-generation ○ “Unwinding from One Pandemic, Preparing for the Next” https://www.bcg.com/publications/2022/unwinding-from-one-pandemic-preparing-for-the-next ○ “Investing in the People of the Public Health System” https://www.bcg.com/publications/2023/investing-in-us-public-health-workforce-development ○ “Strengthening Youth Mental Health, A Governor’s Playbook” https://www.nga.org/wp-content/uploads/2023/07/Strengthening_Youth_Mental_Health_A_Playbook_for_Governors_July2023.pdf ○ “Doing More with Less in Health Care” https://www.bcg.com/publications/collections/yearly-health-care-compendium
Proven methodologies in strategic planning	BCG’s heritage is strategy, and we remain the global leader in strategy development, bringing time-tested thought leadership, methodologies, tools and experiences to our clients’ most ambiguous challenges – including those of state DOHs ● We have conducted over 2,700 strategic planning projects in the last 5 years alone, over 1,300 of which were in health care and the public sector ● Our perspectives on strategy are continuously adapted to the current times with thought leadership from the Bruce Henderson Institute (BHI), BCG’s strategy think tank, which is dedicated to exploring and developing valuable new insights from business, technology, and science ● Our work is grounded in advancing our clients’ missions. We bring our in-house team at BCG BrightHouse, who have over 25 years of experience, to support clients discover their purpose, mission and vision, and embed those in their strategies ● We approach strategy with a clear focus on outcomes and value creation. Many strategies are ambitions only, where the path to reach those ambitions remains unclear or unconvincing – strategic planning requires careful balance between sufficient depth and not getting lost in the detail ● To identify impactful solutions, we work closely with our clients to combine clear arguments with careful analysis and ensure that senior leaders are engaged and committed to change
An empathetic approach to organizational assessments and transformation	BCG has industry-leading credentials in people and organization projects and brings tools and benchmarks from similar DOH contexts across organization, processes, capabilities, and ways of working topics

Capability	BCG Credential
	• We have conducted 800+ organizational design and operating model projects across health care and the public sector in the last 5 years • We bring a propriety toolkit of diagnostic and design resources, which have been tested, deployed, and refined over thousands of projects, including: ○ OrgBuilder for generating the fact base of an organization and for designing organizational charts ○ Role Charters for defining the decisions rights of critical positions in the organization ○ Excellence in Support Functions (ESF) benchmarks for comparing the size of back-office groups in comparison to peer organizations ○ Operating Model Interview Guides to understand how the organization works in aspects beyond structure and staff count • Our clients keep coming to us because we recognize that organization projects are inherently sensitive. There is significant subject matter expertise based on years of experience within our clients' organizations. As such, we partner shoulder-to-shoulder with clients, bringing a collaborative and co-creation approach that shares lessons learned from other contexts but never presumes or imposes a cookie-cutter answer • Our work has been recognized as best-in-class for organization strategy, communications and change management by ALM Vanguard



Capability	BCG Credential
A collaborative way of working that builds capabilities in your team	We believe this strategic plan and organizational assessment must be more than a static report. We will create a living document that enables and empowers NJDOH to act and change • From Day 1, our focus will be on equipping NJDOH to continuously improve over time. We will communicate clearly and effectively so everyone feels involved and knows exactly where and how to contribute • We recognize this is your strategy and we are here to provide a clear evidence base and frame for strategic / organizational choices for leadership • We will create clear implementation plans with owners, milestones and KPIs. We bring multiple tools to assess employee engagement and support for change, such as ○ Absorb by BCG: Software used to measure the expected “change load” on given employees and their sentiment toward key initiatives. This improves organizations’ ability to assess whether change is likely to be successful and to manage the change load on key employees. ○ Ready, Willing and Able: A survey which provides insights to support the case for change. It measures whether key elements required for successful change are present and uses an external benchmark to calibrate the results. This allows for tailored interventions to increase engagement and help shape the communications agenda. ○ Rigor Test: An evaluation tool that assesses whether project planning is sufficiently robust by considering several elements of workplan structure, impact, and interdependency. The assessment allows our teams to ensure development of strong initiative workplans and surface potential issues early so that necessary course corrections can be made.
An understanding of and deep commitment to NJ and its residents	BCG has a fresh but nuanced perspective on the needs of NJDOH. We are already engaged in the state on projects that provide synergies to this effort: • Supported NJ Division of Medical Assistance and Health Services (DMAHS) on strategic planning and programming support to deploy unprecedented American Rescue Plan Act funding for Medicaid Home and Community Based Services including NJ’s pioneering Healthy Homes initiative • Partnering to refresh NJ’s Managed Long-Term Services and Supports (MLTSS) operating model, including activities, capabilities, governance and data needs to create a continuously improving data-driven organization • Leading implementation of NJ’s 1115 Waiver with a focus on housing supports, behavioral health integration, nutritional supports, maternal health, community health workers, quality improvement amongst other topics

Capability	BCG Credential
	- Served as the lead consulting partner for Governor Murphy's National Governors Association Chair's Initiative on Youth Mental Health - Supporting the independent review of NJ's response to the COVID-19 pandemic - Longstanding office presence in Summit, NJ where we not only focus on client work, but also on reinvestment in the communities we serve, including partnerships with multiple of the state's health organizations, homeless shelters, food banks, arts and employment advancement organizations
The values of integrity and service that define NJDOH and its mission	We have an unparalleled reputation and record for integrity, providing NJ confidence in our ability to deliver exceptional impact - Across our clients, and specifically within the public sector and healthcare industry, we engage only where we believe our work is fully aligned with our purpose, values, and capabilities - This includes on behavioral health where we have a record of not serving industry clients on projects that we know put behavioral health in communities further at risk

Ultimately, it is the caliber of the people we bring, combined with your in-house experts and program managers, who drive impact. Our team will comprise senior leaders and experts with decades of experience supporting public health strategy and operating model / organizational transformation projects.

Leadership team

Your executive project lead will be Dr. Jonathan Lim, supported by a focused team:

- Jonathan Lim M.D., Managing Director and Partner**, has supported multiple state DOHs on topics including organizational strategy and operating model optimization, public health funding strategy, long-term care quality improvement, hospital and long-term care resiliency, health-related social needs, population health management, and end-to-end COVID-19 response (including vaccinations, testing, data & analytics, health equity). He brings a deep understanding of NJ based on his leadership of multiple projects with NJ DMAHS and his coordination of Governor Murphy's National Governors Association Chair's Initiative on Youth Mental Health.
- Michael Choy Ph.D, Managing Director and Senior Partner**, brings deep expertise in public health and is an epidemiologist by training. He is a senior leader in BCG's NJ office and supported multiple states on COVID-19 response & recovery, including strategy & implementation for testing, vaccines, therapeutics, public health interventions, and future pandemic preparedness. He was the BCG lead for program management and analytics support to a national Government on the clinical and preclinical development of SARS-CoV-2 vaccines, and vaccine distribution & administration. He was the recipient of a CDC/ATSDR Honor Award for Excellence in Frontline Public Health Service in 2022, and has supported NJ DMAHS on multiple efforts on Medicaid program strategy and implementation.

- **Suzanne Skipper, Managing Director and Partner**, is a senior leader in BCG's NJ office and is an expert in organizational design, operating model, transformation and change management. She has more than 20 years of relevant experience in consulting and as a former Chief Human Resources Officer. She brings an operator's lens for organizational and people strategy, data-driven organizational design, capability development, leadership development and change management. She has a depth of experience in large-scale transformation and the future of work, and advises leaders to improve organization and process efficiency and performance in alignment with mission-based strategic goals. Suzanne works across sectors, with expertise in state, local and federal government. For decades she has served health care clients in both the private and the public sectors, including U.S. DOHs.
- **Alexander (Xan) Harrington, Senior Advisor**, brings 17 years of experience in government administration, public health policy, and crisis management as a former operations leader at the Centers for Disease Control and Prevention (CDC). With his experience managing multi-billion dollar projects at the CDC, he brings a unique perspective on how to align State DOH strategic planning and organization processes and structures to evolving federal priorities and funding streams.

Experts

In addition, BCG brings a network of experts, who will advise on project recommendations, provide subject matter expertise on functional topics, and offer connections to other states, federal agencies, and / or other key leaders, where appropriate. Experts include but are not limited to:

- **Karen Jackson, Senior Advisor**, brings more than 20 years of senior executive experience as the **former Deputy Chief Operating Officer at the Centers for Medicare & Medicaid Services (CMS)**. In this role she focused on strategic planning and human capital development including: leading the organizational realignment of regional employees to strengthen connections and program development expertise; development of CMS' plans for a post-pandemic Future of Work for the entire 6300-person workforce including workforce engagement and technology modernization; launching CMS' first Diversity, Equity and Inclusion Strategic Plan development.
- **Colleen Desmond, Managing Director and Partner**, is a leader in BCG's Public Sector and Health Care practice areas, and has supported numerous DOHs in becoming more resilient to emerging threats through strategy and operational development. Colleen brings ~15 years of consulting experience and has specialist knowledge in behavioral health, maternal health, and long-term care.
- **Jonathan Scott, M.D., Managing Director and Senior Partner**, leads BCG's State and Local public sector health care practice in the U.S. He has led multiple strategy, organizational redesign, and operating model projects for state DOHs and has deep experience in hospital and LTCF resiliency, vaccinations, and laboratory systems.
- **Ana Matosantos, Senior Advisor**, has served at the highest levels of California's government for two decades under Governors Gavin Newsom, Edmund G. Brown, and Arnold Schwarzenegger. She brings deep expertise overseeing state-level healthcare system operations, policy development, and strategic planning, including public health initiatives and hospital / long-term care resiliency.

- **Selin Zalma, Managing Director and Partner**, leads BCG's State & Local Public Sector Practice and has driven strategic planning and operational transformations in multiple state and city agencies, including DOHs. She leads BCG's relationship with the State of NJ and co-led BCG's support of New York State's COVID-19 response.
- **Jennifer Clawson, Partner and Director**, brings 25 years of consulting experience particularly focused on population health and transforming health systems to be more person centric. She is co-author of "The Patient Priority", a book providing a roadmap for health care system transformation and helped establish the International Consortium for Health Outcomes Measurement.
- **Scott St Marie, Managing Director and Partner**, works exclusively with state and local governments and has a deep understanding of NJ's public health needs. He has supported DOH strategy and operating model transformation efforts in several states.
- **Wayne Frederick M.D., Senior Advisor**, is a renowned physician and leader on topics related to health care, equity, and inclusion. He recently retired as the 17th president of Howard University and continues to champion for greater access and opportunity for people of color in health care, higher education, and society at large.
- **Cathy Carlisi, Managing Director**, brings best-in-class experience and processes in elevating, articulating, and activating purpose, vision, and values across culture, strategy and brand. She has over two decades of working in both public and private sector, driving change management and impact through clarity and emotional connection. Working from brands like P&G to the CDC, Cathy's passion for improving public life through public health is both broad and deep.

Project managers

This effort will be led by two dedicated day-to-day project managers who will guide the team's work and ensure alignment with NJDOH's strategic priorities. Representative biographies of potential project managers include:

- **Lisa Vura-Weis, Partner and Associate Director**, brings deep expertise working with State DOHs as a former Acting Secretary of Health and Human Services in Rhode Island. She has led strategic development and operational redesign projects for multiple states' public health agencies.
- **Jessica Stone, Partner**, has over 12 years of experience leading large-scale transformation strategy and organizational change projects in the public sector. She has led efforts at health and human services agencies at the Federal, as well as at the state level.
- **Rosie Denning, Principal**, has led operational and strategic projects across the healthcare ecosystem, ranging from state DOHs to provider systems and LTCFs.
- **Nikolaus Axmann, Project Leader**, brings public health experience, having recently supported the development of the strategy and operating model for one of the largest state health and human services agencies in the U.S.
- **Benjamin Desmond, Project Leader**, brings public health experience, having worked with several U.S. state DOHs and international health agencies on their organizational strategies and operating models.

The BCG team will be structured to meet your specific needs and context, and we will align our expertise with your requirements. We will have two dedicated and integrated teams to work with you day to day from a staffing pool of more than 6,000 BCG consulting staff, which comprises consultants with MBA, MPH, MPP, JD, MD, and relevant PhD degrees, and prior experience across public policy, or employees of federal and state departments of Health and Human Services.

This effort will be led out of our Summit, NJ office and we are available to be in-person working shoulder-to-shoulder with the NJDOH team. Our work in NJ spans industries and includes service to the state, private corporations, and non-profit organizations. Not only do we focus on client work, but we also focus on reinvestment in the communities we serve, including partnerships with multiple of the state's health organizations, homeless shelters, food banks, arts and employment advancement organizations.

4. Capabilities and experience with similar efforts

BCG brings a wealth of experience in strategic design and organizational assessment, honed through our extensive work which includes partnerships with ~10 state DOHs on very similar projects. We have battle-tested methodologies and tools, and relevant benchmarks to deploy in this effort with NJDOH. Our collaborative efforts with a variety of key public health stakeholders—state agencies, hospitals, community-based organizations, and others—have deepened our capabilities in crucial population health topics. These include health equity, maternal health, vaccination programs, and behavioral health among many others.

BCG's experience across three themes equips us well to support this NJDOH effort:

- **Public / population health:** improving health outcomes with focus areas ranging from prevention (e.g., vaccinations), chronic disease management, and behavioral health, to long-term care quality improvement
- **Strategic planning:** from defining mission and vision to initiative design and prioritization, using evidence-based, data-driven approaches
- **Operating model and organizational transformation:** recommending ways to optimize activities, capabilities, and organizational structures to be most efficient and effective

4.1. Exemplars of BCG's recent project experience (non-exhaustive)

Project overview	Public / pop. health	Strategic planning	Op. model / org.
New York State DOH: Developed a comprehensive strategic plan with eight key priorities and recommended organizational improvements focused on people investments, optimized structures, becoming more proactive and data-driven, and aligning public health, funding and regulatory tools (<i>Case study 1 below</i>)	✓	✓	✓
Commonwealth of Massachusetts Executive Office of Health and Human Services: Created a transformational 3 – 5 year strategic plan for new executive leadership based on input from ~200 staff members across 11 agencies, prioritizing initiatives based on impact, feasibility and cost, and recommendations on important enablers in their operating model (e.g., HR, IT, cross-agency collaboration) (<i>Case study 2 below</i>)	✓	✓	✓
South Carolina Health and Human Services Agencies: Conducted statewide assessment and delivered recommendations on the mission, organizational structure, and delivery model to achieve the state's target vision for a unified public health strategy (<i>Case study 3 below</i>)	✓	✓	✓
Oklahoma DOH: Launched new strategic plan with 25 detailed initiatives and implications on the operating model / organization including hiring / retention processes, improving coordination	✓	✓	✓

Project overview	Public / pop. health	Strategic planning	Op. model / org.
across programs, and enabling data-driven decision-making (<i>Case study 4 below</i>)			
State Medicaid Agency: Developed target state organization structure, operating model, and roadmap for implementation by identifying gaps and redundancies in current Medicaid operating model and benchmarking similar organizations to determine opportunities for improvement	✓		✓
State DOH: Stood up an Office of Health Equity including creating mission and vision, building an org chart, identifying critical hires, and developing health equity plan to support overall department strategy	✓	✓	✓
State Medicaid Agency: Conducted state Medicaid efficiency diagnostic, identifying initiatives and enablers to deliver improved health outcomes and modernize agency	✓	✓	
State Public Health Laboratory: Designed a new laboratory services operating model in the wake of COVID-19 pandemic and developed a strategic plan to redefine lab's role in the DOH	✓	✓	✓
State DOH: Provided strategic, operational, and analytic support during COVID-19 pandemic including vaccination and testing rollout, program management, and long-term strategy	✓	✓	
State DOH: Supported with COVID-19 response including program management, roles and process definition, health equity strategy, and defining key pillars for future of state's public health	✓	✓	✓
State DOH: Supported testing and vaccine roll out, focused on racial & ethnic minorities and residents aged 65+	✓	✓	
State DOH: Defining priority strategic initiatives to optimize use of federal and state funds including aligning initiatives to funding opportunities and creating plan to operationalize	✓	✓	
NJ DMAHS: Designed and launched affordable housing program for Medicaid members at risk of homelessness including strategic program design and detailed program guidance for all key stakeholders	✓	✓	
NJ DMAHS: Led strategic prioritization process and created initiatives charters as well as implementation roadmaps to address shortage in home health workers	✓	✓	
NJ DMAHS: Optimizing the Managed Long-Term Services and Supports operating model (including collaboration with the Division of Aging Services) with a focus on creating an action-oriented, data driven organization	✓		✓

Project overview	Public / pop. health	Strategic planning	Op. model / org.
Midwest State DOH: Supported strategic planning and operationalization of federal COVID-19 funding allocation for child care recovery and behavioral health initiatives	✓	✓	
State DOH: Supported in refining its public health strategy, archiving learnings from COVID-19 responses, and allocating ARPA funds across priority initiatives	✓	✓	
State DOH: Assisted in designing a public-facing strategy to prepare for future pandemics across health, business, and equity	✓	✓	
State Department of Health and State Department of Veterans' Affairs: Developed comprehensive plan for ownership transition of veteran nursing homes from one state government department to another, including operating model and implementation roadmap		✓	✓
State Governor's Office: Created a behavioral health strategy for a large state governor's office and launched cross-department action teams to implement strategic priorities	✓	✓	✓
Northeast Hospital System: Led an organizational diagnostic focused on diagnosing and sizing opportunities operational from changes to the organizational structure	✓		✓
Multi-hospital Academic Medical Center (AMC): Redesigned org and operating model to unify operations, and improve key processes, governance of strategic priorities in clinical functions, admin support functions, clinical departments, and hospital administration	✓		✓
Regional Health System: Led a baseline and diagnostic review of the organizational structure with the goal of promoting greater system integration, accountability, and efficiency	✓		✓

4.2. Detailed case studies of similar size and scope

Case Vignette #1: Strategic Plan Creation and Organizational Assessment for the New York State Department of Health

Name of client organization	New York State Department of Health (NYS DOH)
Role of bidder	Primary Contractor
Type of client	Government
Project duration including start / end dates	November 2021-May 2022

Project description

BCG supported the NYS DOH in conducting a thorough assessment of the organization and its strategic priorities to enable it to achieve its mission in the wake of COVID-19. As part of this process, BCG helped design a new three-year strategic plan including refreshed strategic priorities, measurable targets, and a forward-looking perspective on trends that may continue to shape the agency, all of which were tightly linked to the organizational assessment and recommendations. BCG also examined the organizational structure, processes, and staffing levels to recommend changes for improved effectiveness and efficiency.

Through this work, BCG demonstrated creation of both a strategic plan and organizational assessment for a large and complex DOH as would be required in the mini-bid.

Problem statement

Emerging from the COVID-19 pandemic, the Department needed to update its strategic plan and design an optimal organization and operating model given its strategic priorities. While many of the core problems the Department faced existed pre-pandemic – lagging strategic planning and project management functions, suboptimal procedures and processes, and immature technological capabilities, among others – they were brought to light throughout the COVID-19 response. The Department needed support in addressing its core problems and developing an organizational structure that would enable it to respond to future public health challenges leveraging the learnings from COVID-19.

Summary of our approach

BCG undertook the work in three phases:

- **Phase 1:** Baseline assessment and strategic priority definition
- **Phase 2:** Operating model design and recommendations
- **Phase 3:** Implementation roadmap

Phase 1: Baseline assessment and strategic priority definition

Phase 1 established a fact base and assessment of the organization based on internal research and external benchmarking. This was complemented by a refresh of strategic priorities for the organization.

Key activities performed:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Phase 2: Operating model design and recommendations

Phase 2 developed recommendations aligned to the new strategic priorities, operating model, and org design.

Key activities performed:

- [REDACTED]
- [REDACTED]
- [REDACTED]

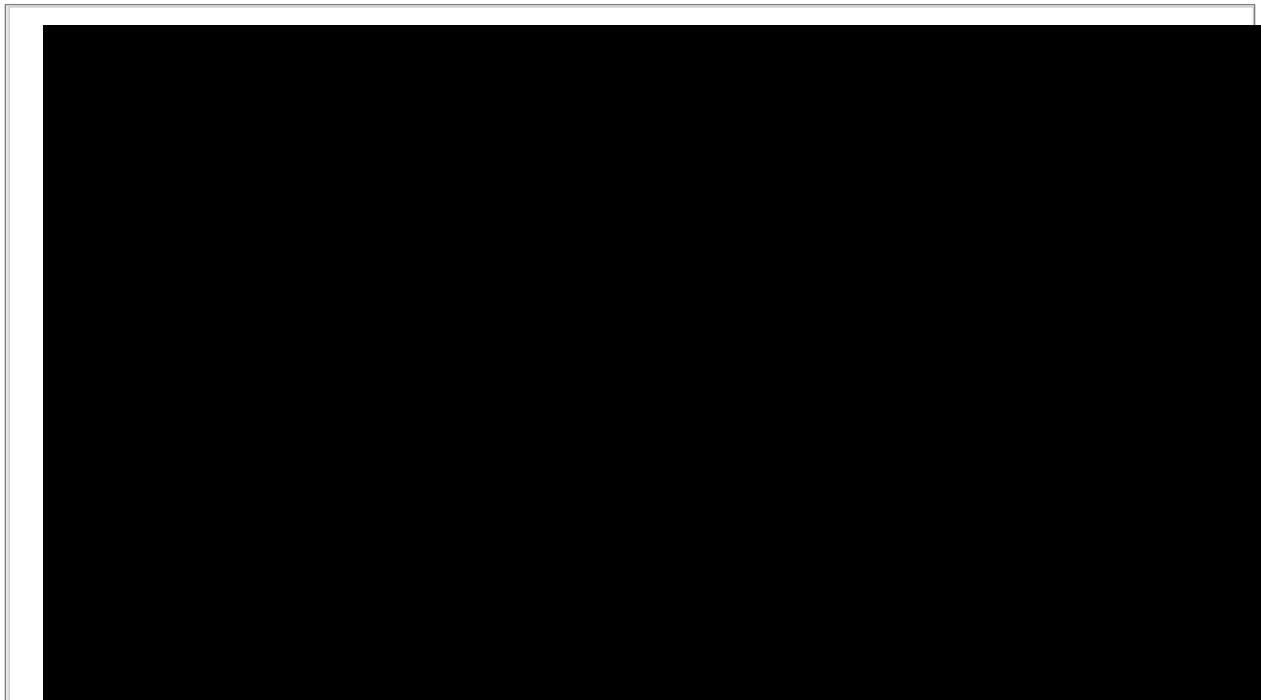


Figure 1: Org structure tradeoff considerations

Phase 3: Implementation roadmap

Phase 3 focused on advancing the strategic priorities, operating model and organizational design identified in Phase 2 by synthesizing them into a roadmap and collecting and implementing input from key stakeholders.

Key activities performed:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]



Figure 2: Sample principles for communications recommendations

Impact

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

References

Sandra Mullin, Former Special Advisor to the Commissioner, NYS DOH

- Phone number: [REDACTED]

Megan Baldwin, Former Acting Executive Deputy Commissioner, NYS DOH

- Phone number: [REDACTED]

Case Vignette #2: Strategic Plan Creation for the Commonwealth of Massachusetts Executive Office of Health and Human Services

Name of client organization	Commonwealth of Massachusetts Executive Office of Health and Human Services
Role of bidder	Primary Contractor
Type of client	Government
Project duration including start / end dates	August 2023-December 2023

Project description

BCG supported the Commonwealth of Massachusetts Executive Office of Health and Human Services (EOHHS) in developing a 3-5 year strategy for EOHHS, MassHealth (the state's Medicaid agency, and the Secretariat's 11 agencies, including the Department of Public Health.

Through this work, BCG demonstrated its ability to partner with states to quickly understand the intricacies of individual agencies within a complex department and develop a unified strategic plan as well as operating model implications.

Problem statement

The Secretariat did not have a well-defined or coordinated strategy and saw an opportunity with a new Administration to redefine its vision, priorities, and approach. BCG was engaged to develop an integrated strategy across the department and its agencies to improve the constituent objectives (e.g., health outcomes) of MA residents.

Summary of our approach

BCG undertook the work in three phases:

- **Phase 1:** Current state assessment and strategic objectives
- **Phase 2:** Strategy development
- **Phase 3:** Strategic plan socialization and codification

Phase 1: Current state assessment and strategic objectives

In Phase 1, BCG conducted a thorough assessment of the current state and defined the overall EOHHS mission, vision, and objectives.

Key activities performed:

- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]

Phase 2: Strategy development

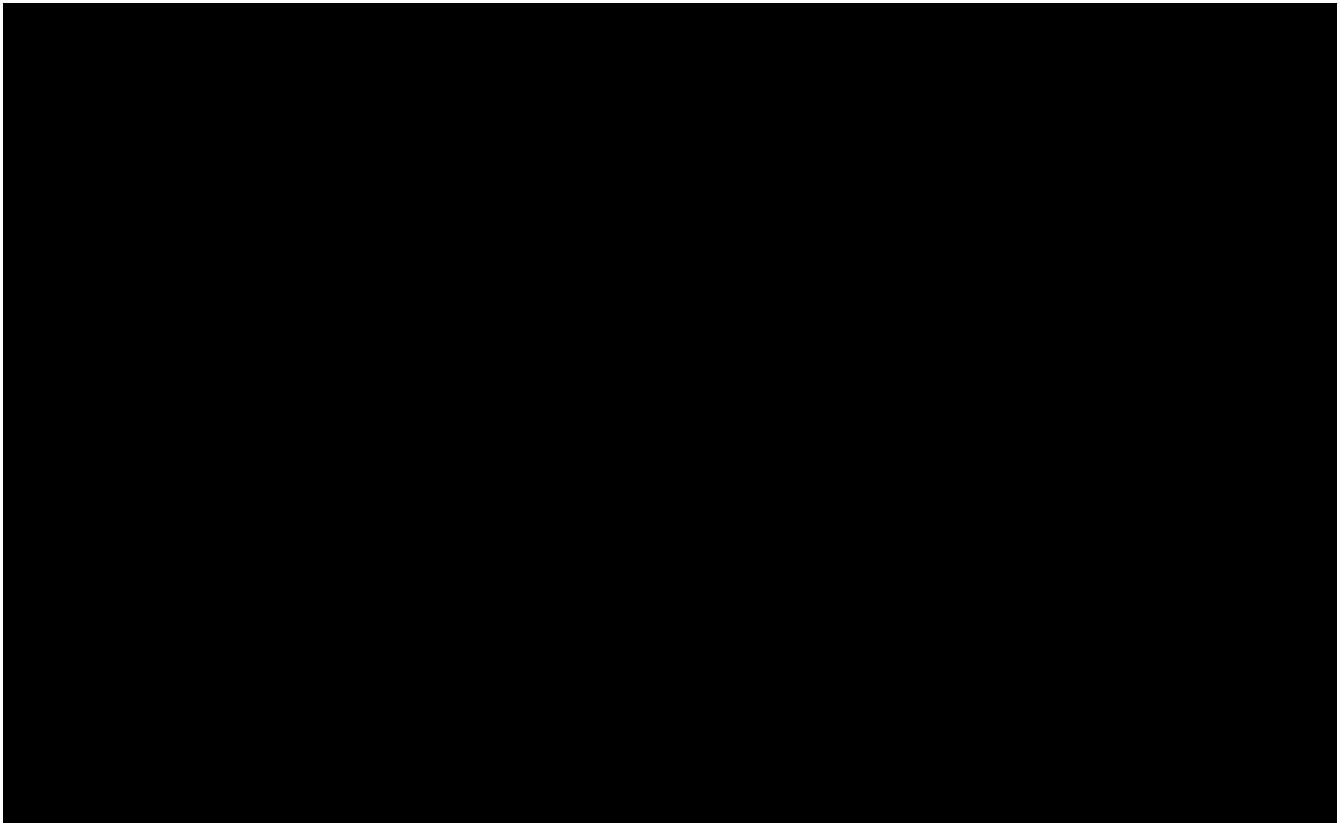
Phase 2 focused on building out the full strategy map across the department and its agencies.

Key activities performed:

- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]



Figure 3: Sanitized agency strategy map



Phase 3: Strategic plan socialization and codification

Phase 3 formalized and socialized the strategy maps for the department and guided the department on strategy implementation.

Key activities performed:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Impact

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

References

Chris Harding, Chief of Staff and Undersecretary at the MA Executive Office of Health and Human Services

- Phone number: [REDACTED]

Robbie Goldstein, Commissioner, Massachusetts Department of Public Health

- Phone number: [REDACTED]

Case Vignette #3: Statewide Assessment of Public Health Care Delivery for the South Carolina Department of Administration

Name of client organization	South Carolina Department of Administration
Role of bidder	Primary Contractor
Type of client	Government
Project duration including start / end dates	August 2023 - Present

Project description

BCG supported the Department of Administration in analyzing the missions, organizational structures and delivery models of all state agencies concerned with the overall public health of South Carolina. BCG conducted extensive baselining and benchmarking of activities and effectiveness against other states, engaged extensively with stakeholders—including constituents who receive benefits and services from these agencies—to collect input, and drafted and socialized recommendations to achieve South Carolina’s target state vision for a unified public health strategy.

The strategic plan and organizational assessment created demonstrate direct experience with the activities and deliverables requested in the mini-bid.

Problem statement

South Carolina has the most fragmented health and human services agency structure in the nation with eight agencies (Department of Health and Human Services, Department of Social Services, Department of Disabilities and Special Needs, Department of Health and Environmental Control, Department of Mental Health, Department of Alcohol and Other Drug Abuse Services, Department of Aging, and Department of Veterans’ Affairs) providing overlapping services across the constituent spectrum. As a result, South Carolina does not have a cohesive statewide strategy leading to uncoordinated efforts across agencies, gaps in care resulting from unclear agency mandates (e.g., no explicit responsibility for end-to-end mental health care), and challenges for constituents in navigating the system and.

Summary of our approach

BCG undertook the work in three phases:

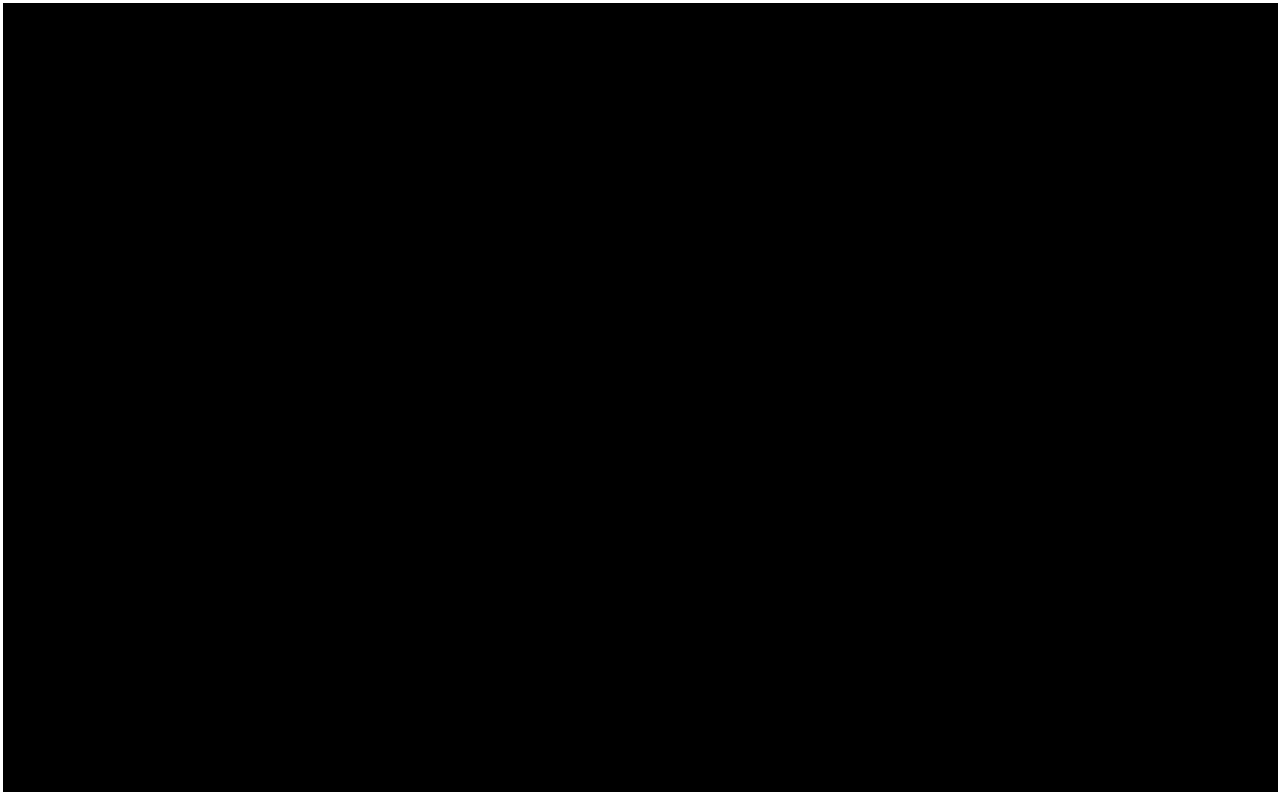
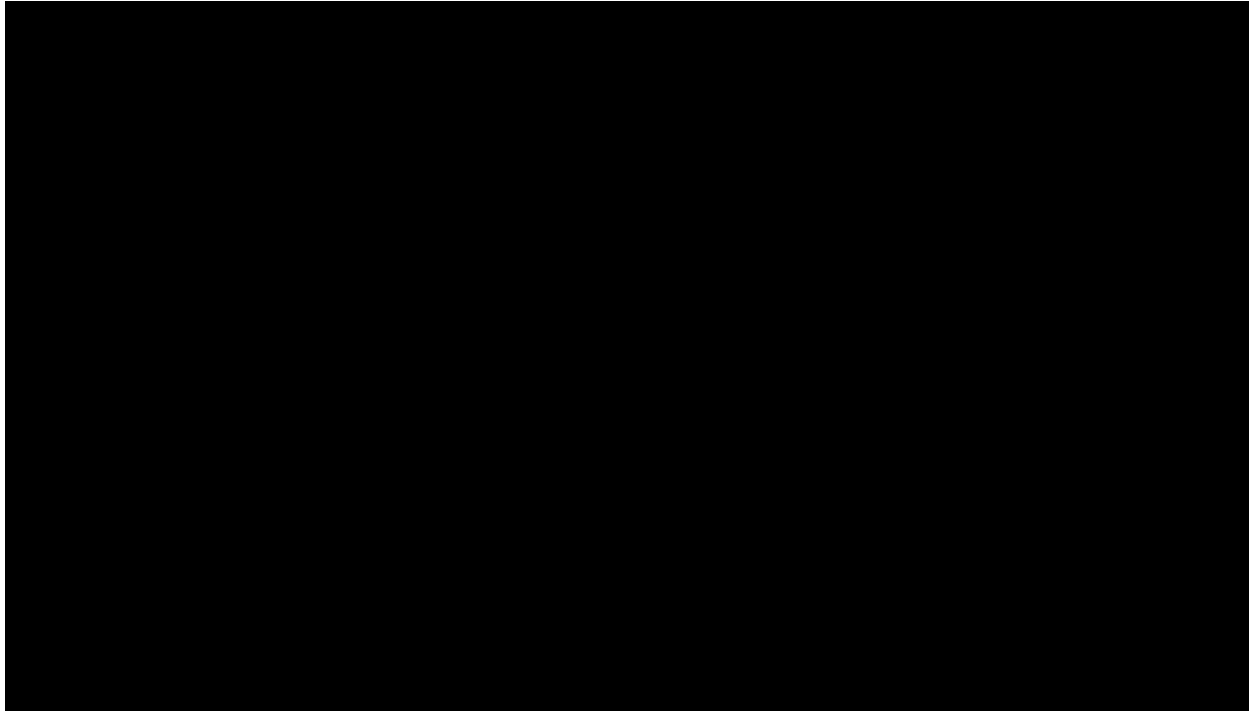
- **Phase 1:** Current state assessment and future state aspiration articulation
- **Phase 2:** Recommendation development
- **Phase 3:** Socialization and finalization (ongoing)

Phase 1: Current state assessment and future state aspiration articulation

Phase 1 was focused on delivering a comprehensive baseline of all agencies concerned with public health in South Carolina. This involved understanding the current missions and delivery models of each agency. Thereafter, we co-developed future state aspirations for each and analyzed the target state to identify and fill potential gaps.

Key activities performed:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



Phase 2: Recommendation development

Phase 2 focused on developing and prioritizing go forward recommendations for the State to pursue across public health agencies, organizational structures, operating model and service delivery.

Key activities performed:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Phase 3: Socialization and finalization

Phase 3 focused on iterating on the draft recommendation report and socializing with key South Carolina stakeholders.

Key activities in progress:

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
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- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

References

Marcia Adams, Director of S.C. Department of Administration

- Phone number: [REDACTED]

Robby Kerr, Director of S.C. Department of Health and Human Services

- Phone number: [REDACTED]

Case Vignette #4: Strategic and Operational Transformation for the Oklahoma Department of Health

Name of client organization	Oklahoma State Department of Health
Role of bidder	Primary Contractor
Type of client	Government
Project duration including start / end dates	May 2021-January 2022

Project description

BCG supported the Oklahoma State Department of Health in executing a department-wide transformation. This involved creating a bold new vision and strategy to guide the department, redesigning the leadership organization and operating model to be fit-for-purpose, revamping processes in two priority functions, and providing change management support with accountability and milestone tracking mechanisms.

BCG demonstrated ability to work hand-in-hand with the state DOH across strategic plan creation as well as organizational and process design to transform into a more efficient and effective department.

Problem statement

Emerging from the COVID-19 pandemic, the department did not have a clear vision or strategy and identified significant issues in the existing operating model such as hiring and retention, lack of coordination across programs, and a lack of data-driven decision-making.

Summary of our approach

BCG undertook the work in three phases:

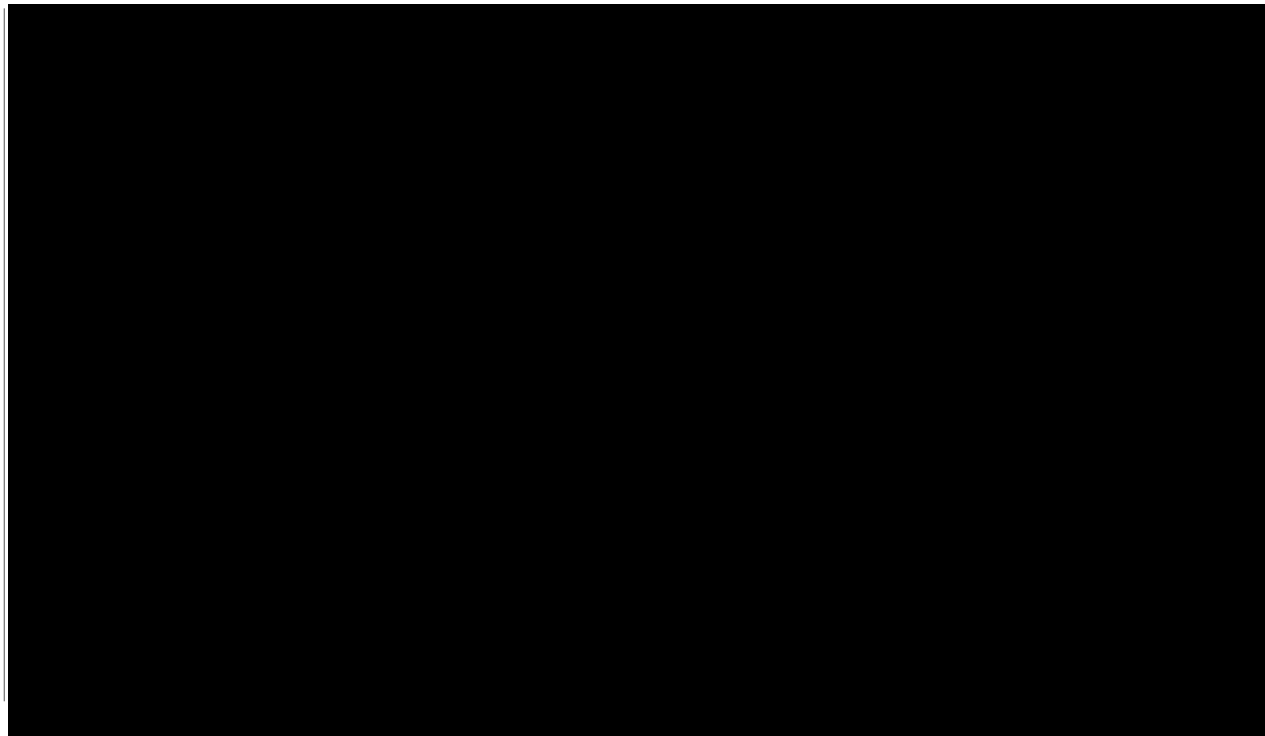
- **Phase 1:** Organizational baseline
- **Phase 2:** Strategic planning and organizational design
- **Phase 3:** Roadmap, implementation, and socialization

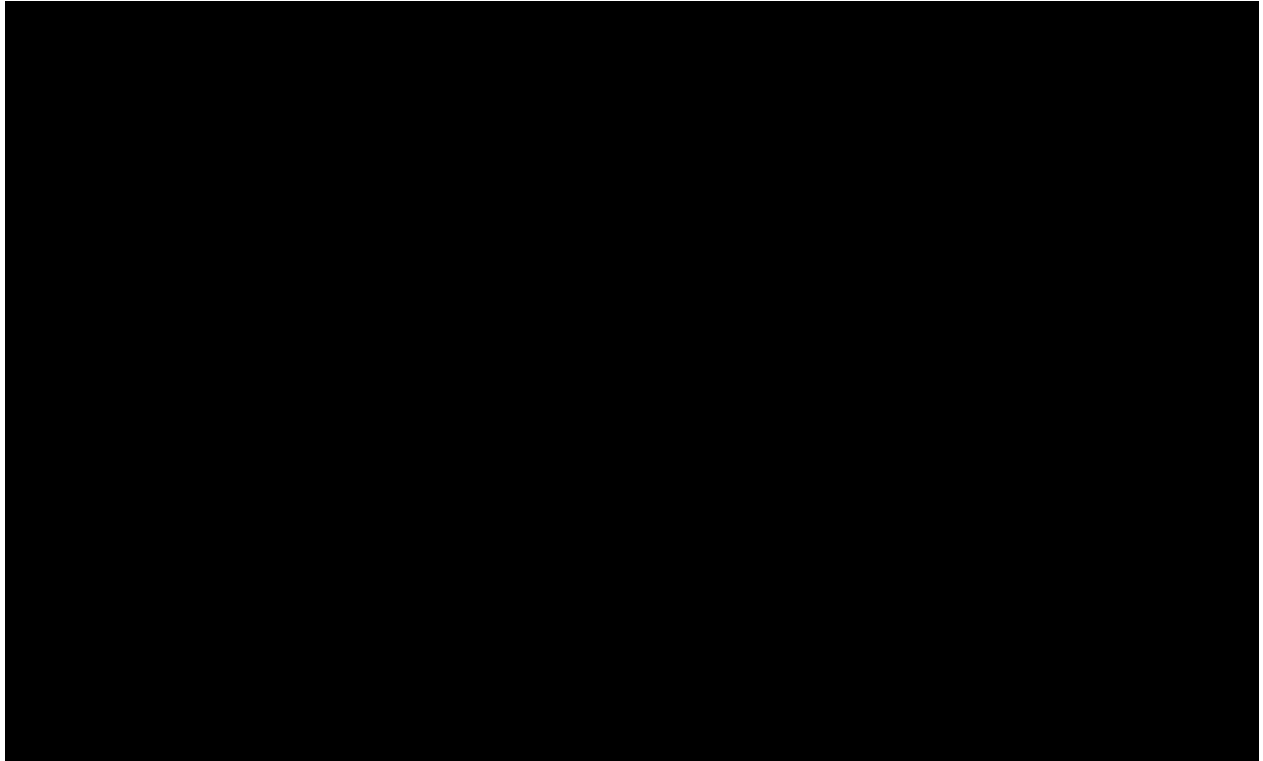
Phase 1: Organizational baseline

Developed a comprehensive perspective of the current state of the department by interviewing a wide set of internal and external stakeholders, synthesizing available internal information, conducting extensive environmental scan and benchmarking, and supporting the leadership team in refining its vision and guiding mission.

Key activities performed:

- [REDACTED]
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- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



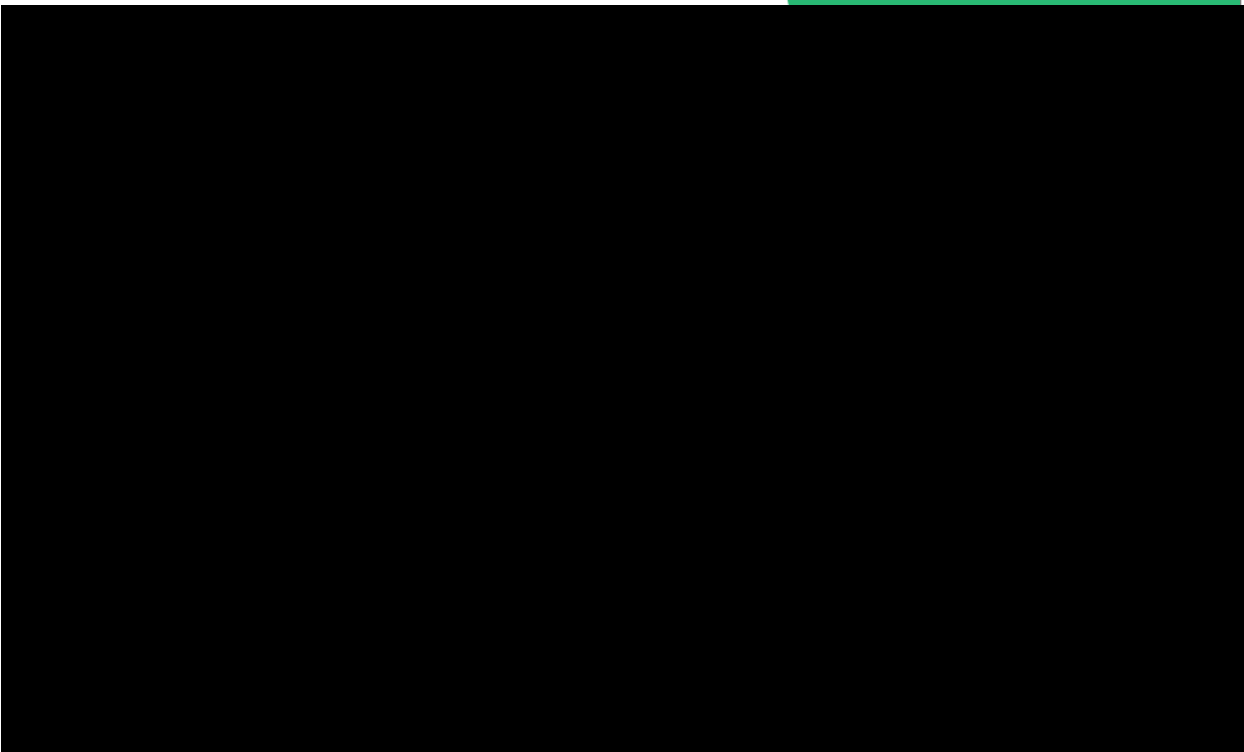
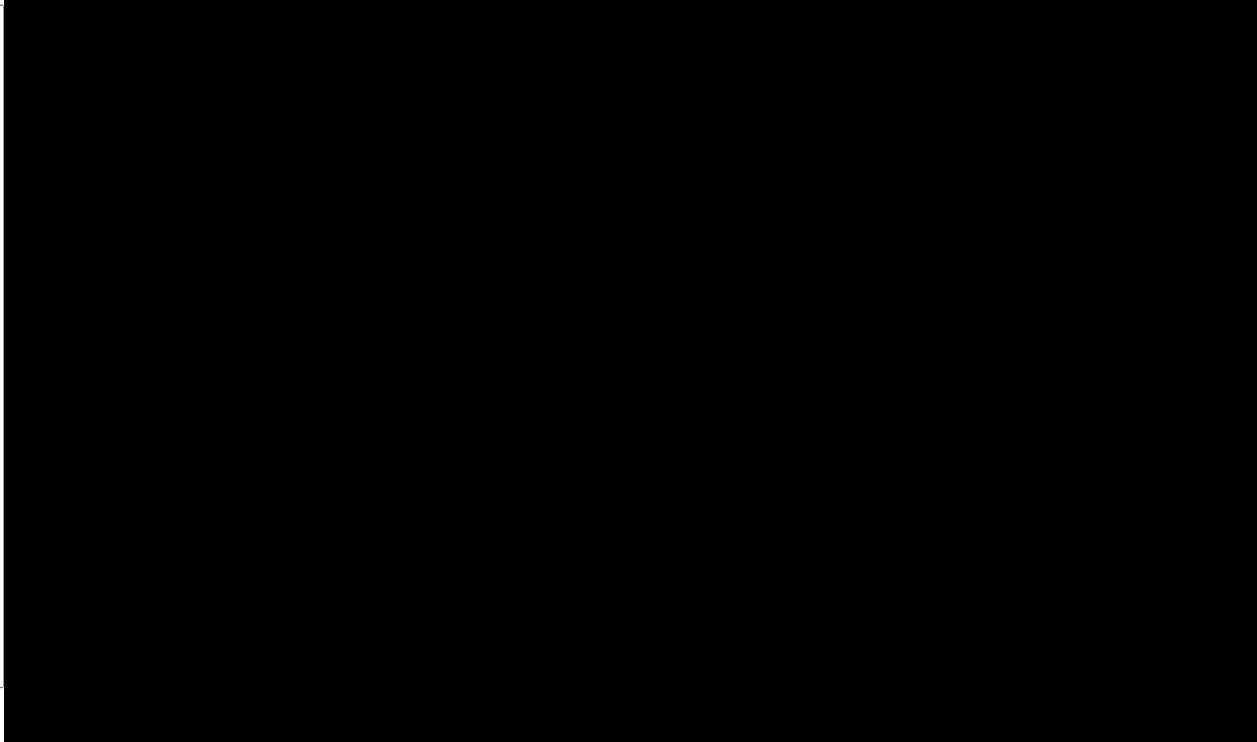


Phase 2: Strategic planning and org design cascading

Phase 2 focused on developing the overall strategic plan and organizational design for DOH as well as cascading these throughout the department.

Key activities performed:

-
- A horizontal bar chart titled 'U.S. should take action to address climate change' showing the percentage of respondents who believe the U.S. should take action to address climate change, broken down by age group. The x-axis represents the percentage from 0 to 100. The y-axis lists age groups. The bars are black, and the chart includes a legend for 'Total' and 'U.S. should take action to address climate change'.
- | Age Group | U.S. should take action to address climate change (%) |
|-----------|---|
| 18-29 | 95 |
| 30-49 | 85 |
| 50-69 | 80 |
| 70+ | 95 |
| 18-29 | 85 |
| 30-49 | 75 |
| 50-69 | 95 |
| 70+ | 95 |
| 18-29 | 95 |
| 30-49 | 95 |
| 50-69 | 95 |
| 70+ | 55 |

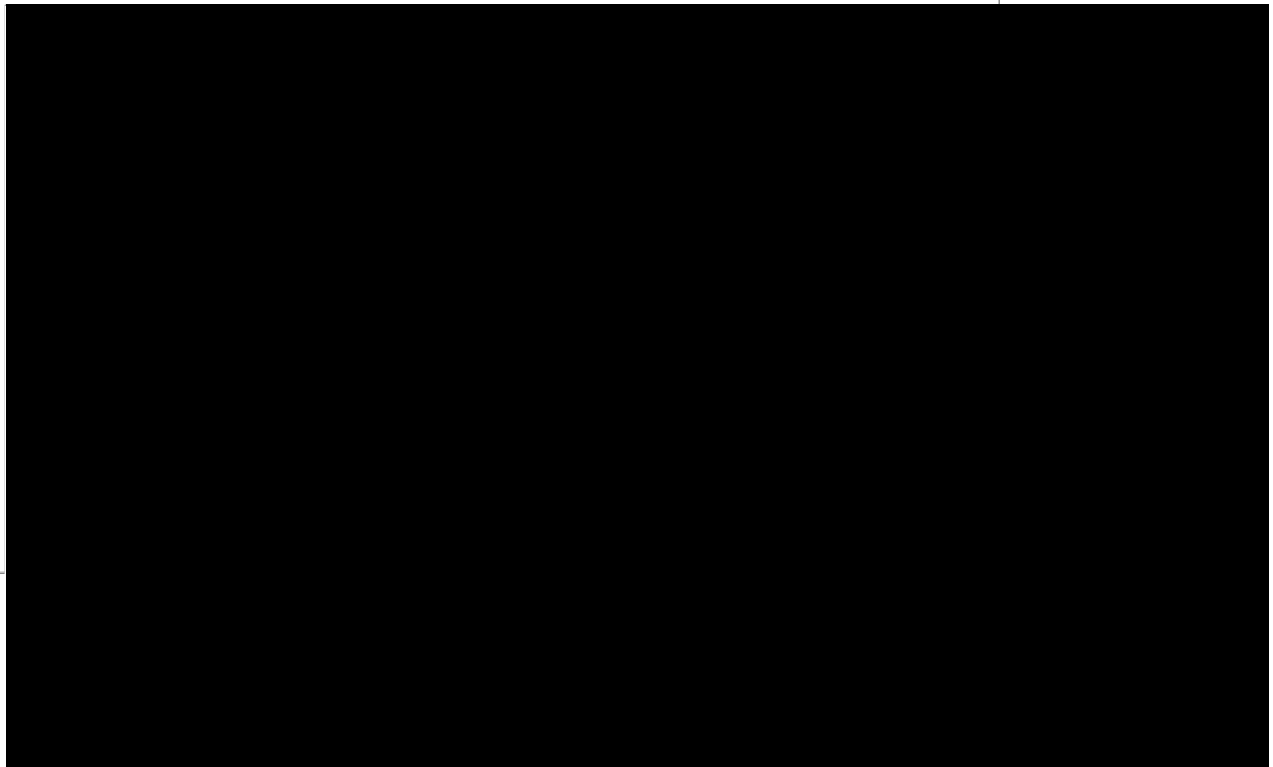


Phase 3: Roadmap, implementation, and socialization

Phase 3 focused on developing a detailed roadmap to implement the strategy developed in Phase 2 while cascading changes throughout the organization.

Key activities performed:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



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- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]

References

Keith Reed, Commissioner of Health, State of Oklahoma

- Phone number: [REDACTED]

Jackie Shawnee, Chief of Staff, Oklahoma State Department of Health

- Phone number: [REDACTED]

5. Proposed approach to our work together

5.1. Key success factors in strategic planning and organizational improvement

Based on our experience supporting many DOHs with very similar projects, we see eight key success factors for this NJDOH strategic planning and organizational assessment effort.

- Focus: Define critical population health challenges facing NJ's residents and prioritize an achievable number of strategic programs and initiatives to drive impact
- Coherence: Align NJDOH's strategy and operations; align the organizational structure, operational processes and funding allocations to NJDOH's strategic priorities
- Value link: Specify achievable and measurable goals that will ultimately improve the health outcomes of NJ's residents
- Agility: Tailor process to the current issues and environment; renew thinking through continuous engagement and learning
- Outside perspective: Compile a fact base as basis for the discussion; stretch thinking through creativity techniques
- Stakeholder engagement: Engage broadly across NJDOH and with stakeholders (e.g., providers, community-based organizations) that are most affected by issues at hand; foster a culture of open debate
- Action orientation: Devise a convincing path to reach strategic objectives; include short-term actions to build early traction
- Communication & commitment: Communicate simply, clearly and often; bring stakeholders along in the process and co-create the strategy with them

5.2. Ingoing hypotheses for NJDOH that inform our approach

Based on our experience conducting very similar projects with DOHs across the U.S. and our deep understanding of NJ, we have identified a number of ingoing hypotheses that we will test and refine as part of the development of NJDOH's strategic plan and organizational assessment.

NJDOH strategy and organization should be driven by an expanded goal to improve population health – not just public health

- COVID-19 put many DOHs to the test and highlighted a number of challenges including coordination across government agencies, coordination between state and local health departments, the ability to track meaningful, accurate, outcomes-focused data and make pragmatic decisions quickly.
- Now, more than ever, there is a recognition that DOHs need to focus on putting residents at the center of the health system and ensuring the best health outcomes are achieved by all populations. Stakeholders need to be empowered with the right tools and accountabilities to rationally work together towards this common goal.
- A comprehensive view of the requirements should incorporate frameworks such as CDC's 10 EPHS and PHAB's FPHS. These frameworks lay out the activities that when delivered together, are reinforcing and supportive of protecting and promoting the health of all people in all communities. They should be used to provide guidance to how the organization should be configured and resourced with regard to areas of health and also capabilities needed to deliver.

- Achieving these goals cannot be the sole responsibility of the public health community. Rather, it will require close collaboration with hospitals, long-term care facilities, primary care physicians, and other community-based organizations. It requires work beyond departmental borders, integrating service delivery with Medicaid, human services, and other agencies such as education and housing authorities. It also moves beyond just policy to other enablers of the health ecosystem including data capture and analytics, payment models, regulatory and other governance mechanisms, and stakeholder orchestration to deliver these improved outcomes.
- In a similar perspective as the Healthy New Jersey Initiative and Healthy People 2030, NJDOH's strategy and organization need to align with this more expansive, modernized, and action-oriented view of population health

Based on our work with the U.S. Department of Health and Human Services as well as other state DOHs, we understand likely NJDOH strategic priorities to include:

- Proactively supporting the health system to build resiliency across the continuum of care, as pressure on providers continues to grow
 - COVID-19 placed unprecedented strain on the health system overall and demonstrated that ultimately, health care services are all on a continuum. DOHs need to serve as active, strategic partners for hospitals, LTCFs, pharmacies, primary care physicians and other critical nodes in the healthcare system.
 - NJDOH today has a strong starting point from a hospital perspective, with its relationship and data sharing with the NJ Hospital Association.
 - Yet there are particularly deep challenges with LTCFs including adherence to quality standards, staffing levels, lack of integration with medical care and financial sustainability.
 - In order to assure access to the right services for the right residents at the right time, NJDOH must move beyond its role as a regulator, to become a whole-of-system strategist on how to invest, pay, partner, and ensure a sufficient, well-trained workforce. It must bring together the greater health community and break down the siloes between public health, health care, Medicaid and other payers. This is a goal that the CDC shares.
- Continuing to embed health equity within every strategic priority and organizational structure / operating model recommendation to holistically address disparities
 - NJDOH has long championed health equity, having established an Office of Minority and Multicultural Health more than 30 years ago.
 - Still, the COVID-19 pandemic exposed the significant health inequities that continue to persist across NJ, despite the unprecedented measures to ensure that New Jerseyans had equitable access to care. This year, the Coronavirus Disease 2019 (COVID-19) Pandemic Task Force on Racial and Health Disparities will release its report on disparities across the health system, and make recommendations about effective strategies to address them.

- As part of this effort, NJDOH should continue to prioritize and embed health equity throughout its strategic plan and organizational structure, including specific and measurable goals, how to regularly incorporate the input of those with lived experience, and design and stand-up specific initiatives to deliver equitable outcomes in every priority including maternal and child health, chronic diseases, infectious diseases and others.
- Institutionalizing emergency response, within NJDOH and across government
 - Emergency response is a core capability within DOHs and, as demonstrated during COVID-19, preparedness needs to be more than a theoretical table-top exercise. It needs to be dynamic and able to be scaled up and down from baseline to emerging threat to surge states as indicated.
 - NJDOH's emergency response operating model must overcome siloes created from historically separate funding streams (for example, immunizations and emergency preparedness).
 - Preparedness and response also require coordination with other stakeholders beyond NJDOH, including the State OEM and local health departments.
- Aligning priorities and organizational capabilities to federal funding opportunities
 - CDC's population health goals and funding pools present NJDOH with a significant opportunity to invest in the overall health needs of NJ residents.
 - We understand NJDOH has a number of programmatic priorities including but not limited to maternal health, behavioral health, childhood vaccinations, and emerging infectious threats.
 - It will be important for NJDOH to determine how available funds can support these priorities. This will mitigate the risk of applying to grants in isolation and developing a piecemeal health strategy.
 - Organizationally, we know that DOHs struggle with the significant administrative burden in applying for, managing and reporting the outcomes from these federal funds. NJDOH will need to continue to build grant management capabilities to make the most of these funding opportunities.

To deliver on these priorities, NJDOH will need to evolve its organization, processes, and ways of working, including:

- Proactively engage stakeholders and partners in service delivery, including Local Health Departments (LHDs)
 - Delivering best possible population health outcomes requires NJDOH to develop partnerships with and help orchestrate a myriad of organizations – from community-based organizations, schools, and home health aides to primary care physicians, hospitals, and local health departments. In doing so, it can help augment the capabilities of these partners.
 - NJDOH's strategy and operating model should incorporate a thoughtful perspective on the relative strengths and pain points of these various entities in reaching residents across the state, particularly the most vulnerable. As an example, LHDs are crucial partners for local service delivery, and NJDOH has a particularly complicated patchwork of 94 LHDs in the state to navigate.

- Simplify workflows and collaboration mechanisms across NJDOH so staff can focus on the mission
 - The COVID-19 crisis put pressure on DOHs in ways that now represent opportunities for improvement in their operating model. Some of the day-to-day operational challenges the pandemic stressed include:
 - Requirement for greater clarity in authority and decision rights to enable faster decision-making and actions
 - Need for cross-department and cross-agency collaboration as never-before-encountered problems arose, requiring innovation that drew from multiple functional areas
 - The pandemic did, however, provide a significant influx of funding, which allowed NJDOH to surge personnel to meet demand for services, and invest in data collection and other capabilities.
 - Without COVID-era funding streams, NJDOH faces significant challenges in continuing to maintain important capabilities and initiatives. It will be important to simplify processes (e.g., procurement), automate routine tasks, and improve structures so that teams can keep sight of the broader goals of NJDOH and focus on joint progress towards outcomes.

Finally, we hypothesize NJDOH will need to operationalize the following key enablers:

- Accelerate department-wide data modernization efforts, in order to further empower pragmatic data-driven decision-making across leadership
 - More than ever before, NJDOH leaders must be able to make the right decisions rapidly. This requires not only collecting the relevant data, but also analyzing it and presenting it for action.
 - In 2021, NJDOH created the Centralized Data and Analytics Hub, representing a significant step forward in empowering decision-makers with accurate data for decision-making. Now, NJDOH must go further to integrate the capability across the department.
 - CDC's Data Modernization Initiative presents a unique opportunity to drive collaboration and interoperability across a wealth of health data from providers, state agencies, CMS, HRSA, CDC and others.
 - As part of this strategic planning and organizational assessment project, NJDOH should consider how to institutionalize the data capability learnings from COVID-19 to other public health priorities (e.g., maternal health), establish registries and linking datasets for health outcomes, continue to build out data reporting and visualization capabilities, and identify / nurture / recruit required talent to support data modernization.

- Make NJDOH a rewarding & engaging workplace for NJ's best talent
 - Staff at NJDOH have weathered 4 physically, mentally, and emotionally challenging years and have sacrificed so much to protect the public. Today, many who remain are exhausted, but their capabilities and experience are needed by NJDOH to achieve its vision.
 - NJDOH's strategic plan and future organization must empower both current and future employees to do their best work and find a home at NJDOH. In concert with the department's commitment to equity, NJDOH must also commit to hiring diverse and talented team-members.
 - To do this, the department will need to be intentional about how to recruit, reward and develop talent in a modern, flexible environment.

5.3. Our proposed approach to strategic design and organizational assessment

[REDACTED]

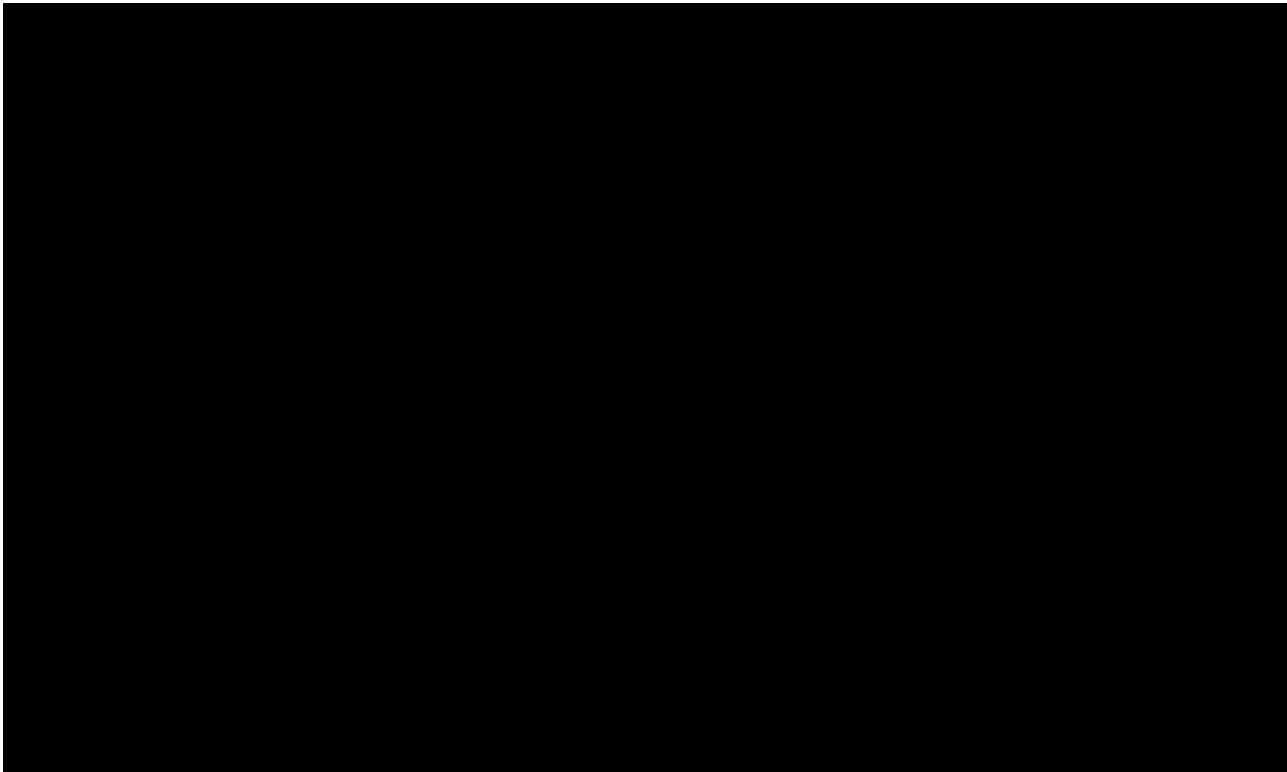
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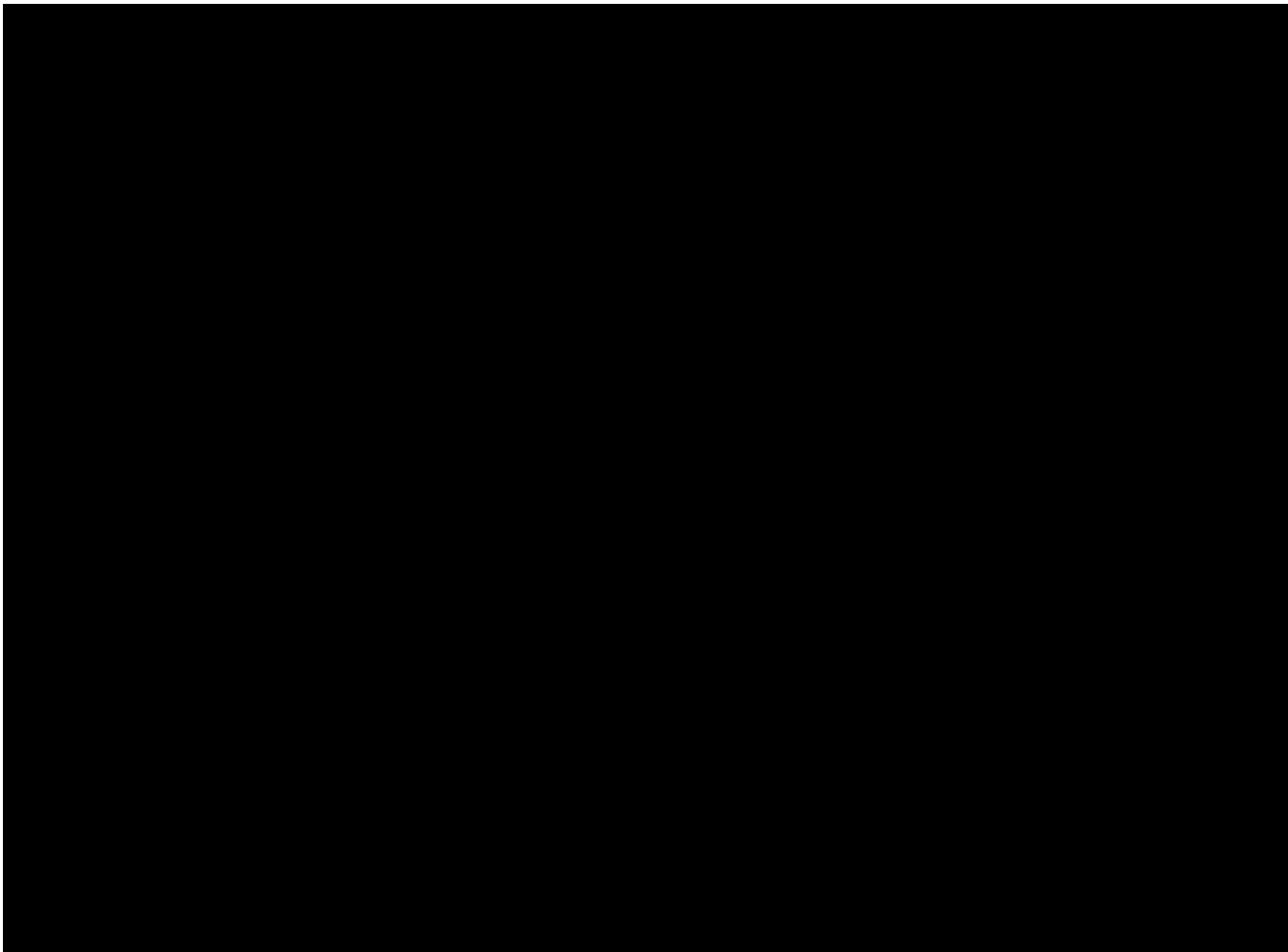
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Sprint 1: Baseline organizational assessment and North Star ambition

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**POTENTIAL DATA SOURCES
(NOT EXHAUSTIVE)**



The **key activities** our team will conduct in Sprint 1 are:

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- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

■ [REDACTED]
[REDACTED]
[REDACTED]

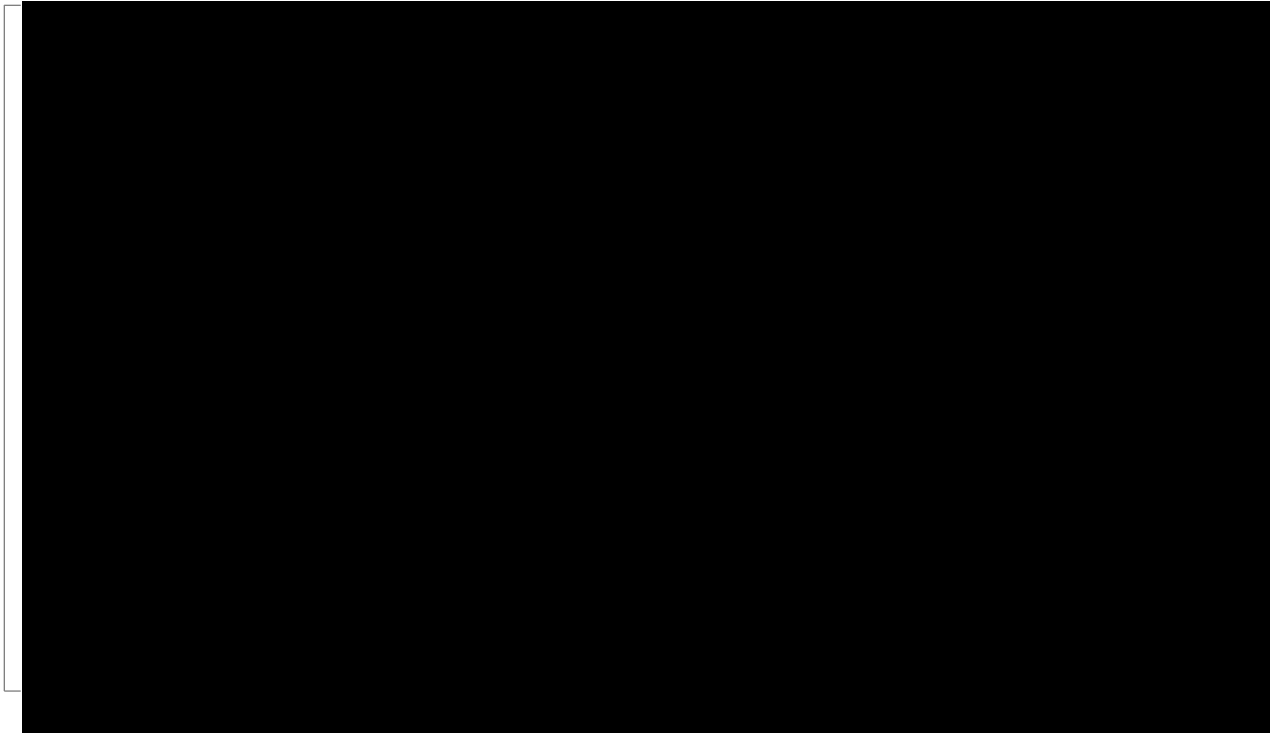
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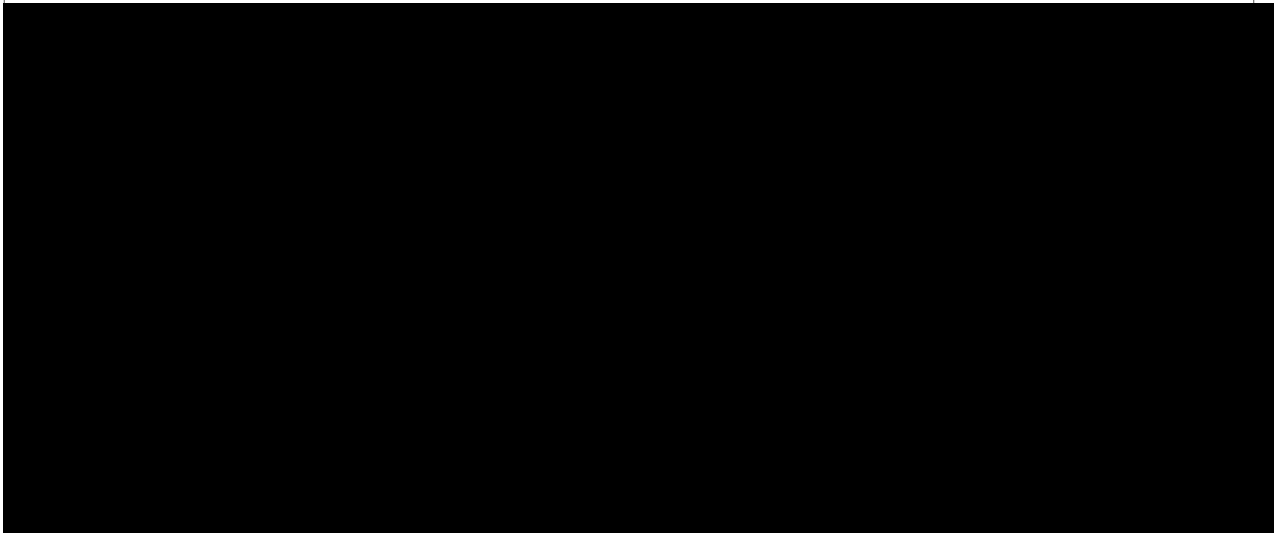
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The **key deliverables** of Sprint 1 will be:

- Interim organizational assessment report, addressing the following deliverable components from Mini-bid section 4.2.1
 - 1) A summary of findings that effectively summarizes and communicates the information reviewed with identified issues and opportunities
 - 4) A definition of Population Health and recommendations for restructuring the office and activities in alignment with proposed definition
- Baseline assessment of agency infrastructure and capacity required for organizational efficiency and effectiveness
- Baseline assessment of NJDOH & divisional strengths, challenges, and synthesis of current strategic plans & initiatives
- Initial drafts of NJDOH's mission, vision, values, and strategic pillars (addressing Mini-bid section 4.2.2, item 1)

Sprint 2: Strategic initiative design and operating model recommendations

The goal of Sprint 2 is to **build out the strategic plan and define recommendations for the operating model and organizational structure needed to support it across NJDOH and its branches** in a structured, iterative fashion. This approach recognizes the critical interdependencies between the three key elements of strategy, operating model, and organizational design.

We will work with NJDOH, branches, and programs in an iterative manner to design the strategy and recommendations for the operating model and organizational structure. We proceed to detail initiatives that will be prioritized for action across the organization and / or within divisions. Each initiative should have key performance indicators (KPIs) that will help NJDOH know if it is on track to have the impact desired. Concurrently, we will also identify areas of overlap and interdependencies across these initiatives, creating a coherent focus for NJDOH and breaking down potential silos between branches. It is here that changes in the operating model including processes, ways of working, talent, and structures can be developed to support the strategic plan. Throughout the strategy design process, we will engage external stakeholders to socialize the plan as it is developed and incorporate feedback as needed.

The **key activities** our team will conduct in sprint 2 are:

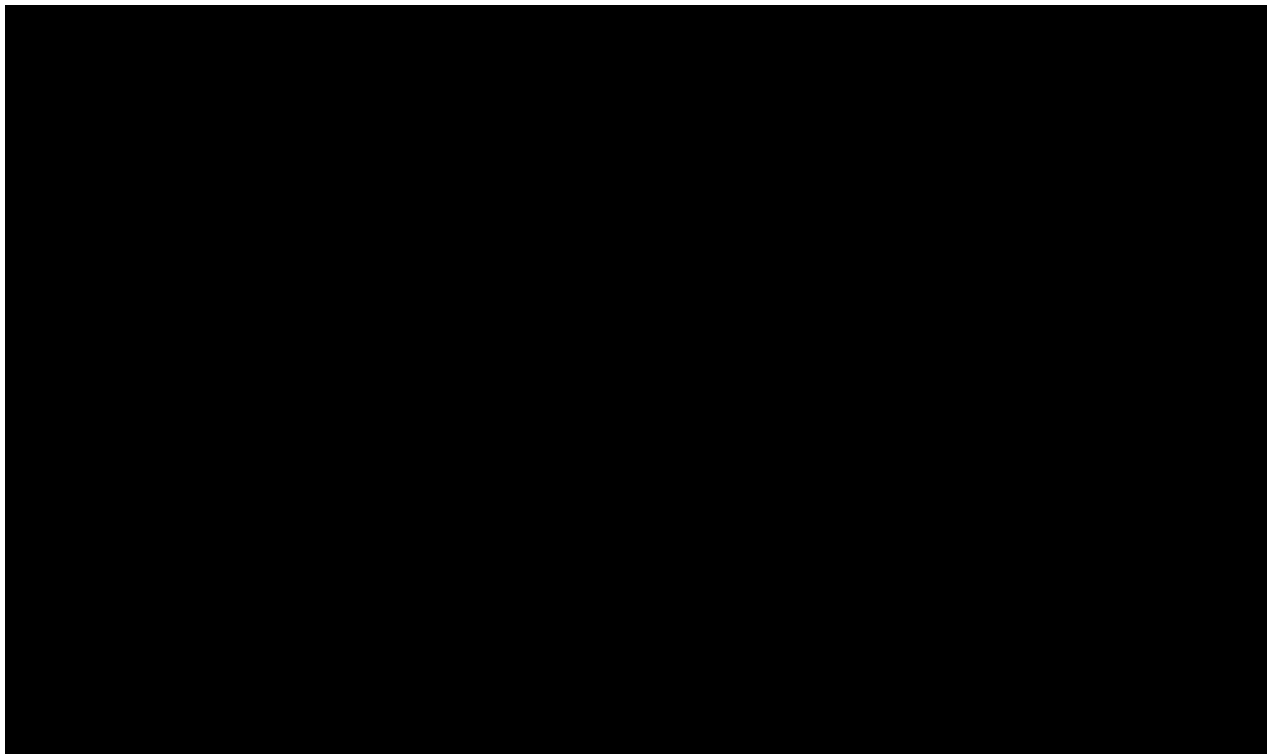
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The **key deliverables** our team will complete in sprint 2 are:

Strategic plan

- Draft strategic plan addressing the following deliverable components from Mini-bid section 4.2.2
 - 2) Goals and objectives with measurable time-bound targets
 - 3) Strategic Priorities
 - 4) Summary of agency infrastructure and capacity required for efficiency and effectiveness
 - 5) Changing or emerging trends that affect the effectiveness and/or strategies of the Department
 - 6) Linkages between the strategic plan and the State health improvement plan and performance management

Organizational Assessment

- Interim organizational assessment report #2, addressing the following deliverable components from Mini-bid section 4.2.1
 - Operating model components
 - 3) Recommendations for changes to improve the operations and collaboration of the varying levels of stakeholders in the State’s public health ecosystem
 - 6) Recommendations for streamlining procedures, policies, and processes for current and future required functions
 - 7) Recommendations for cost saving programs, software, technology, or tools to support current and future programs and operations
 - 9) Training recommendations to improve operations and support succession planning
 - 11) New workflows, business processes, quality standards, and/or metrics for measuring performance and effectiveness
 - Org components
 - 2) Recommendations for an optimal organizational model, along with recommendations for organizational restructure, including removals, additions, mergers, etc
 - 8) Recommendations on staffing requirements

Sprint 3: Transformation roadmap including change management plan

The goal of Sprint 3 is to formalize the strategy and develop a comprehensive implementation approach for the organizational and operational assessment. BCG will work hand-in-hand with NJDOH to outline key risks and mitigation steps as well as develop ownership and governance models critical to ensure success in executing strategy.

We recommend holding a leadership retreat for NJDOH leadership to read out their priorities and initiatives to their peers, bringing the strategy and organizational plan to life in a cohesive manner. We will also develop a high-quality, executive-level deliverable that showcases the integrated plan. Finally, we will share best practices from our experience shifting from strategy to implementation, including establishing an Activist Program Management Office (PMO) and creating implementation roadmaps.

The **key activities** our team will conduct in sprint 3 are:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



The **key deliverables** our team will create in sprint 3 are:

- Finalized and socialized Strategic Plans across NJDOH and its branches with feedback incorporated across stakeholders during retreat, addressing all components of Mini-bid section 4.2.2
- Change management plan including governance structure and templates for transformation management
- Overview of interdependencies between the State health improvement plan, performance management best practices, and the final Strategic Plan
- Interim organizational report #3, building upon interim report #2 and addressing the following deliverable components from Mini-bid section 4.2.1
 - 5) Organizational transformation strategies and recommendations formulated in a priority order
 - 10) Associated policy, staff, and fiscal impacts of recommended actions
 - 12) Transformation communication strategy and plan, and present change management program to key internal groups, i.e., senior staff, assistant commissioners, HR managers, affected employees, and include a method for measuring effectiveness
- Final report; including all contents of interim reports #1-#3 and addressing all deliverable components 1-12 in Mini-bid section 4.2.1

5.4. How we will work together

This project will be managed out of BCG's NJ office and we are committed to working in person alongside your team. We are able to mobilize quickly whenever you are ready to engage. This is achieved through BCG's well-defined staffing process overseen by our dedicated staffing managers. Our staffing model has two key differentiators:

- Our senior leadership is extensively involved in the execution of projects, providing hands-on leadership, content and analysis review, and ongoing engagement
- Our model has a dedicated core team of project managers and consultants, assigned full-time and not split across multiple clients

Organizational Chart

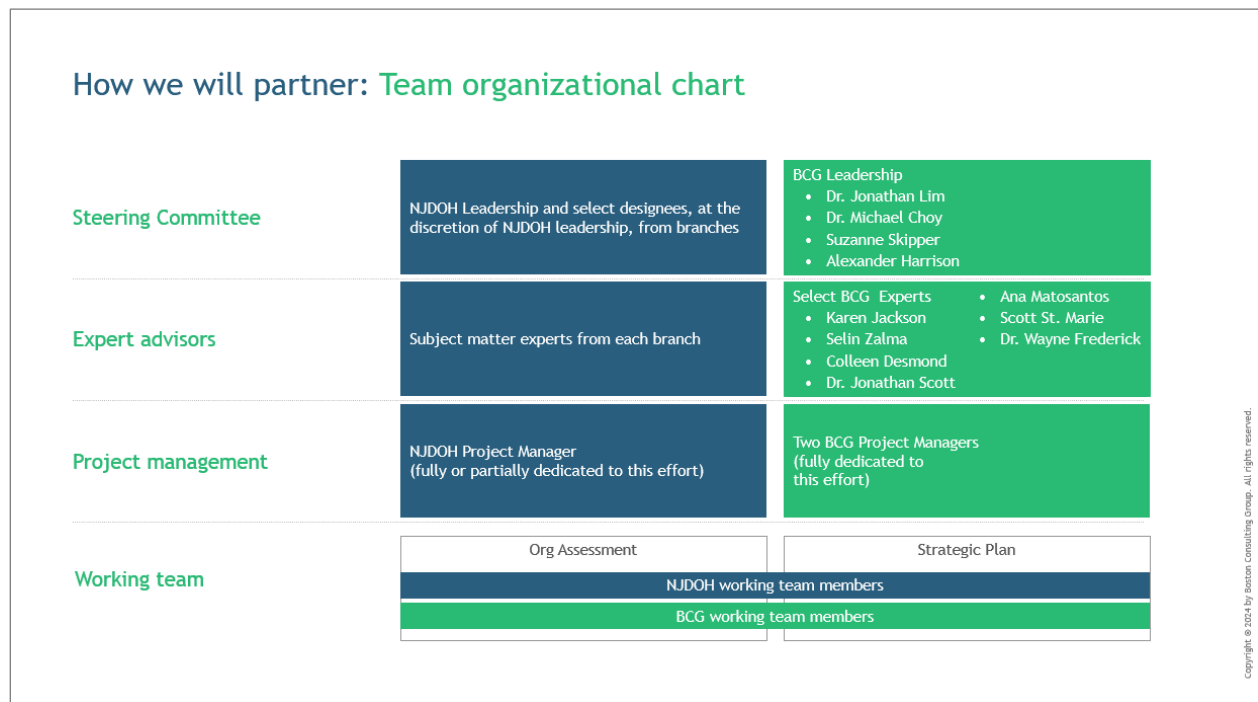


Figure 20: Potential engagement model with NJDOH

We will work with you to define the right engagement model with different individuals and groups at NJDOH. We foresee collaborating with NJDOH in the following ways, and the specific responsibilities of NJDOH counterparts to be:

- Steering Committee:
 - Provide open and honest input on findings and priorities
 - Assist in removing roadblocks
 - Make executive decisions related to the project and its outputs and outcomes
- Expert Advisors:
 - Provide guidance and thought leadership as needed
 - Provide input in expert interviews and belief audits
- Project Management:

- Help BCG team navigate NJDOH organization, coordinate interviews and meetings with NJDOH members, and secure data
- Be the NJDOH point-person for being abreast of day-to-day planning and execution
- Pressure test findings, push thinking
- Provide input to navigate roadblocks and inform decisions as needed
- Working Teams:
 - Provide data as requested by BCG team
 - Share context to establish the baseline
 - Provide perspective on initiatives and roadmap
 - Work with the BCG team for knowledge transfer and capacity building to ensure sustained project progress after the end of BCG contract

We propose touchpoints of the following nature to provide status updates, push our thinking, and collaborate:

- SteerCo meetings
 - Purpose: Provide overall project progress, highlighting key findings, decisions to be made, and roadblocks to be removed
 - Frequency: Bi-weekly
 - Members: SteerCo members, Project Managers, and BCG Working Team
- Core team meetings
 - Purpose: Review project progress, highlight interim findings, inform next steps, refine approach
 - Frequency: At least once a week
 - Members: BCG leadership, Project Managers, and BCG Working Team
- Check-ins
 - Purpose: Connect on priorities, align on areas for input, and address roadblocks
 - Frequency: Daily (*suggested*)
 - Members: BCG Project Managers, BCG Working Team, NJDOH Project Managers and team members as needed
- Working sessions:
 - Purpose: Gathering additional information as needed, generating ideas together, co-creating with a strong change management focus. E.g. interviews with various NJDOH units, expert interviews, planning for stakeholder management
 - Frequency: Ad-hoc
 - Members: May range from NJDOH team members from various units, expert advisors

Over the life of the project and leading up to its conclusion, we will be incorporating regular knowledge transfer and building necessary capacity in our teaming such that NJDOH can continue this work after the project ends.

6. Proposed Engagement Pricing

We look forward to supporting NJDOH on this important effort to assess develop an updated Strategic Plan and conduct and Organizational Assessment. We believe this project is a complex undertaking that:

- Has interdependencies with in-flight programs
- Requires engagement with stakeholders across agencies and externally
- Is in the public domain given the pressures of COVID-19
- Can only be as effective as its implementation with wholehearted staff buy-in

If delivered well, this effort has the ability to drive a step-change in the outcomes from not only NJDOH's \$2B budget but the over \$9B spent on public health care and human services by the State for the residents of NJ.

We are focused on action and believe that we are best suited to arm you with the facts and recommendations required to drive the near- and long-term success NJDOH. BCG has a strong commitment to the State of NJ and, as such, has dedicated significant resources to materialize our commitment. Given the current focus, context, and assumptions as documented in our approach above, Team BCG's all-in fixed-firm-price reflecting our professional fees for this effort is \$3.75M, representing a ■■■■■ investment from our standard fees. BCG acknowledges the instructions provided for this response which stated a firm fixed price is an acceptable level of detail for our proposed engagement pricing. We find that with a firm-fixed price structure, BCG and our clients are able to focus on delivery of not just the work but more importantly the value, at the right pace and with the right experts at the table.

Team BCG will be overseen by Dr. Jonathan Lim, Dr. Michael Choy, Suzanne Skipper, and Alexander Harrington. Our team will pull from our deep bench of experts with pragmatic "on-the-ground" program experience spanning state, local & federal health department work. We will designate two full-time on-the-ground project managers that will serve as your day-to-day contacts. Our working teams will comprise dedicated team members from a staffing pool of former MDs, PhDs, MBAs, MPPs, MPHs, and undergraduates with relevant education and work experience. Other support staff will include research experts, visual and graphic designers, IT specialists, and administrative staff support. We are available to be in-person working shoulder-to-shoulder with the NJDOH team.

We recognize this is an ambitious undertaking for an already stretched NJDOH team. Therefore, if additional weeks of support are desired, fees would be pro-rated based on our New Jersey Master Blanket Purchase Order schedule below. Team BCG will work closely with NJDOH leadership to manage resources optimally.

Team types	Team resources <i>Specific resourcing levels will vary week-to-week and project-to-project, so general ranges provided</i>	Price per week
Focus team	Managing Directors responsible for overall value delivery; senior advisors; industry and functional experts; average of one project manager; average of one project module owner; industry & functional analysts (Knowledge Team); advanced analytics experts; data and research specialists; IT specialists; production specialists; admin	\$132,600
Small team	Managing Directors responsible for overall value delivery; senior advisors; industry and functional experts; average of one project manager; average of two project module owners; industry & functional analysts (Knowledge Team); advanced analytics experts; data and research specialists; IT specialists; production specialists; admin	\$173,400
Medium team	Managing Directors responsible for overall value delivery; senior advisors; industry and functional experts; average of one project manager; average of three project module owners; industry & functional analysts (Knowledge Team); advanced analytics experts; data and research specialists; IT specialists; production specialists; admin	\$214,200
Large team	Managing Directors responsible for overall value delivery; senior advisors; industry and functional experts; average of one project manager; average of four project module owners; industry & functional analysts (Knowledge Team); advanced analytics experts; data and research specialists; IT specialists; production specialists; admin	\$249,900

We understand that every decision, especially when it comes to choosing the right strategic partner for this engagement, involves careful consideration of various factors. We are committed to providing exceptional value and ensuring that your investment yields the best outcomes for the State of NJ. We welcome the opportunity to discuss your requirements and incorporate any adjustments to ensure that our response both reflects the best value to NJDOH and ensures the success of this engagement.

7. Appendix

7.1. Select team biographies

Jonathan Lim M.D. **Managing Director & Partner**

Education

MBA, INSEAD

Bachelors of Medicine, Surgery and Medical Science (M.D. equivalent), The University of Melbourne

Profile summary

2014-present: Boston Consulting Group, Managing Director and Partner

Dr. Jonathan Lim is a Managing Director and Partner at BCG. He is a leader within BCG's Health Care and Public Sector practices, having worked with numerous U.S. state Departments of Health and Human Services. He serves as BCG's Medicaid topic lead across North America, and brings a deep and nuanced understanding of New Jersey as a result of his work including with the Division of Medical Assistance & Health Services, the COVID-19 After Action Review, and Governor Murphy's National Governors Association Chair's Initiative on Youth Mental Health.

Relevant experience

- Led strategic planning and organizational improvement effort for a large U.S. DOH, which included: defining their programmatic priorities (e.g., chronic disease prevention, health equity); designing key processes (e.g., grants management, program and policy refinement); articulating the technology and data modernization needed to operate programs more effectively; recommending the workforce capabilities and initial organizational changes desired to create a more effective and efficient team
- Led a large state DOH through a strategic planning process to align on how best to invest American Rescue Plan Act funds in support of public health goals: synthesized best practice examples across states; led series of client workshops to prioritize potential public health programs; developed vision for DOH; defined DOH-specific activities, investments and funding sources; created draft business cases for >\$1 billion in public health funding initiatives
- Led end-to-end project management for Governor Murphy's National Governors Association Chair's Initiative on Youth Mental Health including benchmarking of outcomes and best practices across states
- Led the turnaround of the COVID-19 vaccination program for a large state DOH, which included: creating a single source of truth for vaccine data; revising vaccine allocation methodologies; redesigning distribution networks using geo-analytics; designing specialized programs for at-risk and vulnerable populations (e.g., senior citizens, congregate settings); supporting a targeted communications campaign

- Supported the strategy development and execution of a large US state's COVID-19 testing plan which involved: facilitating strategic discussions on the role of DOH vs private sector testing providers; creating a prioritization methodology and allocation model for testing site locations and test kit distribution; developed tools to facilitate tracking and managing test requests; outlined a framework to evaluate threat level for COVID-19 outbreaks and subsequent acceleration or stand-down of response
- Provided end-to-end support for a large state's COVID-19 therapeutics rollout to optimize for equity, utilization and state-wide coverage and coordinate with strategic partners (e.g., federal government, pharmacy chains / networks, independent pharmacies, distributors)
- Partnered with a large state DOH to support analysis and management of hospital and EMS capacity and utilization: developed new processes to granularly analyze and monitor hospital capacity and utilization; developed and facilitated prioritization of a long-list of potential interventions that could support the provider community during a COVID-19 surge, including care delivery infrastructure and workforce development efforts; supported implementation of various initiatives including launch of new regional coalitions and resource sharing models; coordinated with federal, state, and local leaders to deploy publicly-funded assets and strike teams to the areas of greatest need across the state
- Led design of a quality improvement grant program focused on LTCFs for a large U.S. state DOH by: collecting benchmarks and best practices; supporting external stakeholder engagement; analyzing data to determine implications of program funding allocation methodologies; designing program funding allocation methodology (including eligibility requirements, scoring formula, funding amount) and elements of program operationalization (including application process, funding and grant management process, and reporting metrics); supporting program launch, including comms & stakeholder engagement plan and draft messaging (including FAQs and talking points)
- Led assessment of and development of data tool for long-term care facility and hospital financial resiliency (including impact on available bed capacity and underlying drivers such as ownership structures and payer mix) for large stat DOH
- Developed strategy for a Governor's behavioral health task force, convening 50+ leaders across 10+ departments to align on unmet needs of residents, identify and prioritize 150+ initiatives and develop implementation plans and responsibility matrices for initiatives
- Led support for NJ DMAHS to design and stand-up their Home and Community-Based Services (HCBS) programs (including for a pioneering Healthy Homes initiative)
- Leading the program management office for NJ DMAHS' 1115 waiver implementation, designing and implementing program approach for topics such as housing supports, behavioral health managed care carve-in, continuous eligibility, postpartum extension, nutritional supports, quality improvement strategy, community health worker pilots
- Leading project with NJ DMAHS to optimize their Managed Long-Term Services and Supports operating model with a focus on creating an action-oriented, data driven organization
- Supported a large state's planning for the resumption of operations at the end of the COVID-19 Public Health Emergency (PHE) including Medicaid eligibility / redeterminations and enrollment operations

- Supported the stand-up and ongoing management of a large state's Future of Health Care Commission, focused on hospital and long-term services and supports resiliency and quality improvement
- Optimized MCO management for a large Medicaid program, including a focus on person-centered care, behavioral health, network adequacy, and member and provider experience
- Supported the MCO re-procurement strategy and implementation planning for a Medicaid program, including how to better achieve their programmatic goals such as behavioral health, maternal health, and health-related social needs

Other work history

2011-13: Surgical resident (MD), Alfred Hospital

Responsible for patient care and surgical services as a resident at Australia's leading trauma hospital.

Publications

Several academic publications for peer-reviewed medical journals available by request

Select references from prior relevant experience

New Jersey Division of Medical Assistance and Health Services

Jennifer Langer Jacobs – Assistant Commissioner

Phone number: [REDACTED]

Address: 7 Quakerbridge Plaza # 306, Trenton, NJ 08619

Pennsylvania Department of Health

Alison Beam – Former Secretary of Health, Commonwealth of Pennsylvania

Phone number: [REDACTED]

Address: 625 Forster Street, Harrisburg, PA 17120

Michael Choy

Managing Director and Senior Partner, NJ

Education

PhD, Epidemiology, Stanford University School of Medicine

BS, Molecular Biology, University of California, San Diego

Profile summary

Michael is a Managing Director and Senior Partner in the NJ office of BCG, previously in San Francisco and Shanghai. He has extensive experience serving the US Federal Government and multiple State Health and Human Services Agencies on high impact programs, with 18 years of experience in the public sector and health care practice areas.

Relevant experience

NJ DMAHS support

- Design and implementation of HCBS initiatives, with emphasis on housing supports and MLTSS
- Provides support for the 1115 waiver implementation (e.g., behavioral health integration, housing supports, continuous eligibility, postpartum extension)

Public health response coordination and analysis

- Provided project management support to State and local level COVID response during initial surge, including hospital coordination & load balancing, testing, sector reopening strategies, and contact tracing
- Advised government clients on pandemic preparedness agenda and stand up of efforts to evolve organizations and processes to increase readiness for future disease events
- Developed PLAN, a tool for exploring scenarios of COVID health impacts, including epidemiological modeling, health system capacity modeling, and design of a flexible user interface to allow decision-makers to understand scenarios and implications of their actions
- Assessed the impact of COVID on the financial resiliency of healthcare facilities across the continuum of care. This multi-year relationship, which began with an in-depth analysis of the healthcare ecosystem, led to supporting the state in an American Rescue Plan Act (ARPA) grant distribution program, developing dynamic tools to enable ongoing facility analysis by the DOH, and the publication and presentation of the work to the state legislature and Federal government
- BCG lead for program management and analytics support a national Government for clinical and preclinical development of SARS-CoV-2 vaccine candidates, and vaccine distribution & administration

Health and social equity

- Supported government institutions and leading foundations in creating strategies, developing initiatives and supporting operating model evolution in support of health and social equity in the US and around the world

Opioid crisis response

- Assisted public and private sector clients in responding to the opioid epidemic, including overall strategies and approaches to SUD prevention, SUD treatment, and supportive services to families and caregivers

Technology systems

- Supported Federal, State, and private-sector clients on a wide range of technology systems-related efforts, including public health data modernization, data creation & exchange workflows, and use of AI to streamline business processes

Other work history

Michael is an epidemiologist by training, with a PhD in Epidemiology from Stanford, and a BS in Molecular Biology from UCSD. He has held research positions at Stanford and UCSF.

Other qualifications and certifications

Recipient of a CDC/ATSDR Honor Award for *Excellence in Frontline Public Health Service*, 2022

BCG Publications

- Investing in the People of the Public Health System, 2023
- Unwinding from One Pandemic, Preparing for the Next, 2022
- Peter Marks Discusses the Road Ahead for Cell and Gene Therapy, 2021
- PLAN for an Effective COVID-19 Response, 2020

Select references from prior relevant experience

Centers for Disease Control & Prevention

Amanda Cohn – Principal Deputy Director (Acting), NCIRD

Phone number: [REDACTED]

Address: 1600 Clifton Rd, Atlanta GA 30329

Pennsylvania Department of Health

Alison Beam – Former Secretary of Health, Commonwealth of Pennsylvania

Phone number: [REDACTED]

Address: 625 Forster Street, Harrisburg, PA 17120

Suzanne Skipper

Managing Director and Partner, NJ

Education

MBA, Finance, The Wharton School of Business

MA, Organizational Psychology, Columbia University

BA, Psychology & Social Relations, Harvard University

Profile summary

Suzanne Skipper has more than 20 years of experience in management consulting and as a Chief Human Resources Officer. As a former CHRO, she has an operator's lens for data-driven organizational and people strategy, organizational design & development, leadership development, and change management. Suzanne brings a depth of experience in large-scale transformation and the future of work, and advises leaders to drive value, innovation, and cultivate high-performing teams to achieve strategic goals. Suzanne serves clients across sectors, and brings a depth in expertise in state, local and federal government, non-profits, and global non-government organizations.

Relevant experience

- State DOH organizational and operating model: Led operational review and organizational redesign for state DOHs. Projects included reviewing civil service management and staff roles, streamlining processes, revising KPIs and improving reporting, culture and change management.
- Expert on organizational design, operating model and and change management to support project with NJ DMAHS to optimize their Managed Long-Term Services and Supports operating model with a focus on creating an action-oriented, data driven organization.
- Public and private healthcare systems: Led the redesign of hospital organizations and operations resulting in simplified and technology enhanced processes in medical records, laboratory, radiology, materials management, utilization management and review. In nursing focused on recruiting and structure and staffing utilization to decrease undesirable turnover and improve the efficiency of staffing, scheduling and business office functions, and identified opportunities to balance dependency on external agencies. All efforts were anchored in improving quality of care and patient outcomes.
- Operating Models: Transformed and established new operating models, leveraging centers of excellence, shared services, tiered service levels, and data analytics, to improve efficiency and effectiveness, upskill/deepen expertise, and strengthen strategic value of business partners. Ran in/outsourcing models to make build-buy-borrow decisions and manage costs.
- Organization Design & Operating Model Effectiveness: Redesigned organizational structure to enable new operating models, developed high performing teams to drive impact and purpose to improve customer and employee experience, and realize operational efficiencies to achieve the organization mission and vision.

- **Business Process Redesign:** Led efforts to reengineer processes to streamline workflow, drive effectiveness, workload efficiency, simplify procedures, and improve reporting to better support the mission, vision and values of the organization.
- **Operational Assessment and Market Study:** Managed a peer study, operations and market assessment of a public sector entity. Involved the review of current and historical utilization, financial data, and organizational structure compared to comparable organizations. Developed prioritized implementation roadmap including 'no regrets' quick wins, dependencies, and required change management.
- **HR Operating Model:** Transformed HR operating models to improve operational/process efficiency and effectiveness, drive tiered service levels, and strengthen HR as a true strategic partner to the organization. Leveraged shared services for tighter data analytics and reporting, reengineered processes and procedures, powered by and ERP and digital implementation.
- **Chief Human Resources Officer:** Drove and shaped the vision for strategic talent and a sustainable organization to enable a new business operating model.
- **Change, Culture & Transformation:** Led large-scale change management and culture transformation to improve strategic objectives and outcomes.
- **Talent Management & Engagement:** Responsible for end-to-end talent lifecycle programs including talent strategy, strategic workforce planning, talent acquisition, skills mapping and reskilling, performance management, mobility, digital labor, retention, development, and diversity, equity & inclusion.
- **Learning & Development:** Directed various efforts including learning strategy, learning operation model & organization, instructional design, learning management systems, curriculum and program build and execution, learning journeys, nudges and learning at scale.
- **Leadership & Succession Planning:** Designed and implemented plans to systematically develop the leadership pipeline and succession benches for critical roles, leveraging HR enablers including competencies, intentional career paths and sponsorship. Built front line leadership programs to improve performance and engagement.

Select references from prior relevant experience

Bausch + Lomb

Asli Gevgilili- EVP and Chief HR Office

Phone number: [REDACTED]

Address: 400 Somerset Corporate Boulevard, Bridgewater, NJ 08807

Children's Aid

Phoebe Boyer – President and CEO

Phone number: [REDACTED]

Address: 117 West 124th Street, New York, NY 10027

Alexander (Xan) Harrington

Senior Advisor

Education

MBA, Cornell Johnson Graduate School of Management

MS, Weill Cornell Graduate School of Medical Sciences

BS, Appalachian State University

Profile summary

Xan Harrington operates a small management consulting practice where he advises commercial and government organizations. He had an almost 17-year career in federal civil service where he accrued deep experience in government administration, public health policy, and crisis management. Most recently at the Centers for Disease Control and Prevention he led operations for large public health programs and had accountability for billions of dollars in public funding. He also held senior roles in health policy, budget formulation, strategic planning and program management.

Relevant experience

Centers for Disease Control and Prevention

National Center for Immunization and Respiratory Diseases (NCIRD)

Management Officer, August 2016 to July 2023

- Led planning and execution of a \$6 billion budget that funds infrastructure of public health vaccine supply and delivery in the US through the Vaccines for Children (VFC) Program.
- Oversaw general operations, workforce planning, travel, property, contracts, cooperative agreements, fiscal management and administrative services.
- Critical operations leader for COVID-19 response, steward of more than \$10 billion in emergency supplemental resources. Led NCIRD reorganization and expansion, hiring of over 800 new positions.

Deputy Management Officer, July 2016 to August 2016

- Led a wide range of management activities and assessments of complex processes, systems, and mission support programs.
- Conducted management improvement studies of programs, functions and organizations.

Center for Surveillance, Epidemiology and Laboratory Services (CSELS)

Program Management Official, May 2014 to July 2016

- Guided management and operations for Division of Scientific Education and Professional Development.
- Led activities in fiscal management, personnel management, contract and cooperative agreement administration.
- Served as safety officer and advance representative in Sierra Leone during CDC's response to 2015 Ebola epidemic in West Africa.

Office of the Chief Operating Officer (OCOO)

Senior Project Manager, November 2012 to May 2014

- Developed first ever OCOO strategic plan and performance management process
- Led planning and implementation of programs funded by the Prevention and Public Health Fund and American Recovery and Reinvestment Act of 2009.

Lead Health Policy Analyst, December 2010 to November 2012

- Managed a team of health policy analysts responsible for policy analysis, financial communications, congressional appropriations briefings, and formulation of CDC's annual budget submission.
- Agency expert in appropriations and legislative process.
- Represented CDC in congressional briefings and policy calls with leaders at Department of Health and Human Services and Office of Management and Budget.

Health Policy Analyst, December 2009 to December 2010

- Managed CDC's buildings and facilities and business services appropriations accounts.
- Managed issues, responded to congressional and executive branch inquiries, and conducted policy research and evaluation activities.

Other work history

Deloitte Consulting, Global Public Services

Positions held from August 2006 to May 2009: Senior Consultant, Consultant, Senior Management Analyst

- Advised public sector clients on business process improvement and change management efforts.
- Managed strategy projects in areas of appropriations, congressional engagement, public health policy and budget formulation.

United States Environmental Protection Agency

Positions held from 2003 to 2006: Special Assistant, Advance Representative, Program Analyst

- Aide to two EPA Administrators, managed press, speaking events and high level meetings.
- Developed policy and regulatory guidance, formulated EPA budget submissions with regional offices.

The White House

Advance Representative, 2004 to 2007

- Coordinated logistics for President and First Lady events, domestic and international.
- Solved complex problems with limited time and resources.

Roscoe Pound Institute

Membership and Education Coordinator, 2002 to 2003

- Designed and implemented membership recruitment and retention strategies.
- Facilitated logistics for law school awards/scholarships, judges' forums, and law professor symposiums

Select references from prior relevant experience

UNC Gilling School of Global Public Health

Dr. Nancy Messonnier – Dean and Bryson Distinguished Professor in Public Health; Former Director, National Center for Immunization and Respiratory Diseases, CDC

Phone number: [REDACTED]

Address: 135 Dauer Drive, Chapel Hill, NC 27516

ARML Consulting

Brock Lamont – Public Health Consultant: Former Branch Chief, Program Operations, Immunization Services Division, CDC

Phone number: [REDACTED]

Address: 9 Lumbee Circle, Pawleys Island, SC 29585

Karen Jackson

Senior Advisor

Education

MPP, University of Michigan

Profile summary

Karen has a distinguished career in public service for 20+ years at the Centers for Medicare & Medicaid Services (CMS), most recently as Deputy COO and previously as Deputy Director for the Innovation Center (CMMI). She brings a depth of expertise to critical challenges clients in our practices are facing today, e.g.:

- Health Care: Medicare, Medicaid payment and delivery models, innovation, value-based care, and quality improvement
- Public Sector: Delivering major organizational and operational transformations, information technology modernization, process improvement, and culture change

Relevant experience

- As Deputy COO of CMS, Karen:
 - Provided executive leadership for all aspects of CMS' operations, including \$1T in healthcare spending and \$7B annual budget (information technology, human capital, security, contracting and acquisition, risk management, and regional operations)
 - Established Digital Service at CMS to accelerate technology modernization through human-centered design and reusable / scalable coding and cloud technology
 - Served as executive lead for CMS / Social Security Administration initiative to remove the social security number from Medicare health insurance cards, overseeing coordination across technology, operations and outreach at both agencies
 - Served as executive lead for cross-agency initiative to assess existing agency systems and processes to effectively operationalize implementation of value-based care across CMS programs including information technology modernization framework
 - Successfully led CMS through a multi-year effort to modernize and transform its people, processes, capabilities, technology, and structure
- As Deputy Center Director of CMMI, Karen:
 - Provided executive leadership of 350+ federal employees with specific focus on broad scale process improvement and cultural transformation
 - Led identification of critical information technology infrastructure improvements necessary to support value-based payments
- As the Director of the Information Services Modernization Group at CMS, Karen:
 - Developed 5-year implementation plan for consolidation and standardization of information technology platform to support Medicare and Medicaid business operations
 - Led development and implementation of enrollment and eligibility verification system for Medicare Prescription Drug Discount Card and Transitional Assistance program mandated under the Medicare Modernization Act

Colleen Desmond

Managing Director & Partner

Education

MBA, Northwestern University Kellogg School of Management

Bachelor of Arts, University of Notre Dame

Profile summary

2009-present: Boston Consulting Group, Managing Director & Partner

Colleen Desmond is a Managing Director and Partner in the Health Care and Public Sector practice areas. Colleen spends most of her time supporting state & local health agencies in building a more resilient system coming out of COVID, focusing on organizational and operating model, workforce development, cross-agency coordination, and population-based strategies. She also leads the Behavioral Health topic area for BCG's Health Care Services practice.

Relevant experience

Public Health Department org & op model efforts

- Led end-to-end transformation of a State Department of Health including assessment of strengths and challenges facing the department, external review of future needs of health department, development of solutions to strengthen department for the future, and stand-up and support of seven priority initiatives to achieve the target end state for the department including organizational re-design, inter-agency partnership development, process re-designs, leadership upskilling, and change management
- Supported State DOH in conducting post-pandemic assessment of response with focus on organizational capabilities, governance, and core processes to codify learnings and develop recommendations to better prepare for future pandemics
- Supported redesign of City Department of Health and Mental Health organizational structure to drive increased coordination, role clarity and definition of capabilities needed to build for the future

Other state health agency efforts

- Led State DOH in end-to-end COVID response including stand-up of response effort, reopening planning, testing and vaccine strategy and operations, stakeholder communications and data & analytics to support response management
- Led legislatively-mandated study to make recommendations on how to improve health service delivery in a State, with a focus on integration of mental health, physical health and social determinants of health
- Co-led project management support for the National Governors Association Chairs Initiative on Youth Mental Health
- Supported State in developing and prioritizing list of strategic investments in behavioral health as input for ARPA funding application

- Supported design and development of a State CARES funding distribution program for hospitals and long term care providers based on assessment of financial impact during COVID
- Supported stand-up of a cross-sector committee to support sourcing and vetting of investment ideas to reorient the healthcare system of a State, including new primary and community-based care models

Jonathan Scott

Managing Director & Senior Partner

Education

2007: MBA, IMD, Switzerland

1995-00: MBChB (MD equivalent), University of Aberdeen

Profile summary

2017-present: Managing Director and Senior Partner, Boston Consulting Group

Dr. Scott is a Managing Director and Senior Partner. He leads BCG's state and local government healthcare business in the U.S. and is a leader in BCG's payor / provider practice. He brings more than 20 years of healthcare consulting, industry, and clinical experience. Jonathan's clients include state and local government healthcare agencies, hospitals and health systems, and other healthcare services organizations.

Relevant experience

- Assessed a DOH's organizational structure, organizational effectiveness, and overall strategy, and developed recommendations to improve each of those for a large U.S. state
- Refreshed a large State's public health strategy and overall goals by holding a series of collaborative fact-based workshops with divisions from across the DOH
- Led a multi-stakeholder effort with a state's DOH and Governor's office to align public and private sector leaders around a common set of principles and potential actions the state would take in response to future pandemics
- Supported the COVID response of multiple states and local governments
- Assessed the resiliency of healthcare and long-term care facilities for a U.S. state government
- Designed, built, and launched of a "digital front door" for an integrated health system in the U.S. Work covered finding care (physician search, appointment booking, cost estimation, insurance verification), managing care (medical records access, physician messaging), and paying for care (collections, payment plan sign-up, deductible and FSA balance management). Involved multiple vendor evaluations as well as technical and operational integration
- Supported the transformation of a regional health system to improve its financial resilience

Publications

- A Code Blue for State Health Data Systems, 2023
- Unwinding from One Pandemic, Preparing for the Next, 2022
- Seize the Moment to Reimagine Medicaid, 2022
- Reaching Medicaid Members Where They Are: Online and On Their Smartphones, 2022
- How Hospitals Can Work Together to Improve Value in Health Care, 2020

Other work history

2017: Managing Director, Navigant

2015-17: Executive Vice President, Operations and Business Development, Imaging Advantage

- Ran a \$150M on-site and teleradiology PE-backed physician services business across 6 states.

2008-15: Associate Principal, McKinsey & Company

- Leader of the clinical operations service line focused on transforming operational performance of hospitals and health systems.
- Leader of the healthcare implementation group.

2003-06: Anesthesiologist and Critical Care Physician, National Health Service

2002-03: Resident Physician, Christchurch Hospital, Canterbury DHB

2000-02: Resident Physician, National Health Service

Ana Matosantos

Senior Advisor

Education

BA, Stanford University

Profile summary

Ana is a Senior Advisor at Boston Consulting Group, Inc. Ana is actively involved in the Public Sector practice and works with our clients on current issues in health care, energy, climate, transportation, and education in public + private sectors. With 25+ years of Public Sector experience, Ana has a strong history of policy development and implementation, crisis management, conflict resolution, labor management and collective bargaining, state operations, and budget and fiscal affairs.

Served at the highest levels of California's government for two decades, under Governors Gavin Newsom, Edmund G. Brown and Arnold Schwarzenegger. Areas of focus included policy development and implementation, crisis management, conflict resolution, labor management and collective bargaining, state operations, and budget and fiscal affairs.

Relevant experience

- Health care systems including, Affordable Care Act, Medicaid expansion, insurance programs, and payer/provider networks, public health.
- Large-scale policy development and implementation, government operations, crisis management, disaster recovery, income inequality.
- Structural budget balance, debt and obligation restructuring, financing, labor management.
- Power & gas utilities, grid reliability, energy emergencies, low carbon energy transition, adaptation & resilience (drought, wildfire safety).
- Human services, education (K-12 and higher ed), water infrastructure, financing and resilience, to the areas of expertise.

Other work history

2022-19: Cabinet Secretary, Office of the CA Governor

- Oversaw California state government with more than 230,000 employees and an annual budget of over \$300 billion. Led development, enactment and implementation of the Governor's policy and budget agenda. Directly supervised 10 executives, including legal affairs, judicial appointments and appointments. Managed the Governor's Cabinet. Led state's energy efforts.

2018-19: Governor Newsom Transition Team

2013-18: President, Matosantos Consulting

- Advised diverse clients on fiscal and policy matters across a wide range of issue areas, including health care, education, human services, public safety and income inequality. Provided counsel in development of ballot measures and legislation affecting millions of Californians and impacting billions in economic activity.

2009-13: Director of Finance, California Department of Finance

- Oversaw California's annual budget of more than \$200 billion, managing a department of 400 employees and directly supervising an executive team of seven. Served on over 100 boards and commissions including CalSTRS and the Franchise Tax Board.

2004-07: Associate and Assistant Secretary, California Health and Human Services

- Portfolio included health, human services, veterans affairs, lead negotiator for legislation to implement Governor Schwarzenegger's proposed comprehensive health care reform proposal

Previous experience includes work as a consultant for the California and State Senate – further work history available by request.

Selin Zalma

Managing Director and Partner

Education

MBA, Columbia Business School

BA, Brown University

Profile summary

Selin Zalma leads BCG's work on state and local government for the Public Sector practice. In that capacity, she works with state and city governments to transform their operations and deliver better services to their residents. Her core focus is delivering operational enhancements and complex large-scale transformations across resident-facing services including health, economic development, and transportation, as well as improving internal government operations including digitization of services, procurement, and supply chain operations. She leads BCG's relationship with the State of NJ.

Relevant experience

- Part of leadership team supporting NJ DMAHS including HCBS program design and stand-up and MLTSS Operating Model refresh
- Led cross-agency process redesign for NJ's Procurement Department
- Executive project lead for a large state's planning for the resumption of operations at the end of the COVID-19 Public Health Emergency (PHE) including Medicaid eligibility / redeterminations and enrollment operations
- Executive project lead for a large state's strategic planning on the future of their health care ecosystem, including focus on Medicaid payer mix and how to ensure access to services for most vulnerable populations
- Part of leadership team supporting a large state's Medicaid program on optimizing MCO management to deliver optimal outcomes to their residents
- Worked with multiple states and agencies in their response to the COVID crisis ranging from assessment of economic impact and recovery program planning to design and implementation of programs to serve the vulnerable during the crisis.
- Led 10+ large scale transformations as part of their Activist PMO: Played central role in setting agenda, coordination and integration of across stakeholders, and development of roadmaps and change management. Developed transformation goals and implemented the necessary technological, organizational, and people solutions.

Jennifer Clawson

Partner & Director

Global leader, Health Care System Transformation

Education

MBA, Columbia Business School

AB cum laude, Harvard College

Profile summary

Jennifer is a Partner & Director and global leader of BCG's Health Care Transformation team. She is co-author of the recent book, [*The Patient Priority*](#), addressing the growing crises confronting the health care sector and why we must put the patient and the delivery of outcomes that matter to patients at the forefront.

She led the BCG team to establish [*ICHOM*](#), a global, not-for-profit health outcomes measurement organization, with co-founders Harvard Business School and the Karolinska Institute. She regularly leads workshops and presents at conferences globally, and she has written numerous articles on health care system transformation, digital health care, value-based health care and impact across systems, providers, suppliers and policy makers.

In her 25 years at BCG, Jennifer has supported a broad range of major health care client organizations in a wide range of topics including strategy, growth and transformation, sales force effectiveness and commercial excellence.

Selected project work

- Led team in population health to develop national health registries strategy, including assessment of existing health data and agencies and roadmap for new organizational, governance and funding models
- Executive member of team working with national health care payer to evaluate spend and new payment models
- Executive member of team working with long-term care provider on new payment models and organizational structure for palliative care
- Led cross-sector team with World Economic Forum to develop strategic framework and report on Digital Health, leveraging digital, data and AI to transform health care systems
- Led team to implement health care system-level opportunities to transform to value-based health care, together with the World Economic Forum
- Led cross-sector, public-private partnership team to develop value-based procurement framework and model together with MedTech Europe
- Led BCG team in establishment of ICHOM, a not-for-profit organization focused on health care outcome measurement, co-founded by BCG with Michael Porter of Harvard Business School and the Karolinska Institute
- Contributed to strategic transformation of a European public health care system

- Contributed to development of national health data research strategy as growth engine, including secondary use of health data
- Developed growth opportunities for medtech company, moving into health care delivery
- Detailed strategic opportunities for top 5 pharmaco to improve health outcomes in multiple conditions

Selected publications

- [The Patient Priority](#), McGraw-Hill, 2022
- "[Transforming Healthcare: Navigating Digital Health with a Value-Driven Approach](#)", 2024
- "[Value-Based Health Care at an Inflection Point: A Global Agenda for the Next Decade](#)", *New England Journal of Medicine Catalyst*, 2023
- "[Health care has a purpose and productivity crisis](#)", 2022
- "[Five Lessons From the Pandemic for Health Care Systems](#)", 2020
- "[How Procurement Unlocks Value-Based Health Care](#)", 2019

Work history

J.P. Morgan, New York, London and Singapore, 1991-1997

Scott St. Marie

Managing Director and Partner

Education

MBA, Stanford School of Business

BA, Columbia University

Profile summary

Scott is Managing Director and Partner with 10+ years of public sector consulting experience. His work covers strategy and operations across multiple policy areas, though he has extensive experience in human services, housing and government finance/budgeting. He is a core member of BCG's team serving New Jersey and has led multiple projects with the State, including BCG's involvement in the COVID after-action review and current work to develop the State's Generative AI strategy. He has worked in nearly a dozen countries and his public sector work at BCG has spanned the United States, Australia, Europe and the Middle East.

Relevant experience

- Healthcare strategy and operations
 - **Strategic planning for a large state department of health.** Led the once-every-five-years strategic planning process for the health department of a large state (budget of >\$100b). Project resulted in a new mission, vision and strategic plan for the agency, including an explicit focus on health equity in the organization's mission for the first time in its history. Second phase of work resulted in a reorganization of the agency to align to the refreshed mission
 - **Public health strategy for a state.** Led the development of a new health and human services strategy for a cluster of eight departments in a southern state. Focused on citizen and state worker engagement, conducting extensive ethnographic research, surveying and interviews
 - **COVID app development for a state.** Work involved designing, launching and managing the first COVID digital health credential launched by a US state. App allowed users to verify their vaccination or testing status in a secure way
 - **Payment technology redesign for a health department.** Created a roadmap for implementing new software to manage the payment of billions of dollars of government benefits. Work involved identifying best practices in modern tech stacks, developing a modular approach to replacing aged infrastructure and writing RFPs to allow the procurement of modern technology to replace systems which were up to 40 years old
- Government agency operational review
 - **Conducted a whole-of-government efficiency review for the State of Connecticut.** Project identified \$900m+ of efficiencies and recommended changes to both internal operations and resident services.

- **Conducted a whole-of-government efficiency review for a southern state.** Project covered 13 agencies and identified opportunities to save 5% of state spending through more efficient operations while simultaneously improving the quality of resident services
- **Reorganized a state government real estate regulator.** Conducted an organizational review for a state government agency responsible for regulating real estate, managing property taxes, conducting land surveys and managing cadastral integrity. Project resulted in >20% reduction in ongoing personnel costs without firings through managed attrition and up-skilling employees to in-demand functions in other agencies
- Human services operations
 - **Developed homelessness and housing supply strategy for Rhode Island.** In conjunction with the Rhode Island Foundation and the State of Rhode Island, developed a strategy to reduce homelessness and increase the production of new housing in Rhode Island. Work included an assessment of current state, benchmarking best practices from other jurisdictions, development of a forward-looking action plan and recommendations for improving the newly created Department of Housing
 - **Created roadmap to scale Inside Safe program in Los Angeles.** Inside Safe is the City of Los Angeles' key program for clearing encampments and proving a pathway to permanent housing for people experiencing homelessness. Project involved analyzing data from initial pilots of Inside Safe and creating a roadmap for scaling the program across the City, including development of the program budget request for the City Council
- Examples of international work
 - **Brexit planning for the United Kingdom government.** Led a UK government department's program to create a new international border with the European Union following Brexit, including defining new import/export processes for 300 commodities.
 - **Trade agency design for a Middle Eastern government.** Created a new economic diplomacy team for a Middle Eastern government, including designing the function, running recruitment and hiring processes, and developing analytical tools and processes.
 - **COVID response for a European government.** Led multiple efforts to manage COVID response, including the development of a national food security strategy, emergency traffic flow management for ports, and managing contact tracing operations. The call center used for contact tracing was at one point the largest call center operation in Europe
 - **Service design for an Australian government agency.** Designed a new customer journey for an Australian disability services agency, leading human-centered design to improve citizen centricity, financial sustainability, and health/social outcomes.

Other work history

2015: Social Entrepreneurship Fellow, Hasso Plattner Institute of Design at Stanford (d.school)

Fellowship to develop lifeRAFT, a communication and recordkeeping tool to help surgeons in Nepal provide vital follow-up care for their patients

2011-2013: Strategy Manager, West Health

West Health is a non-profit medical research organization which develops technology and policy to lower the cost of healthcare services

2009-2011: Associate, Katzenbach Partners, LLC

Worked on a variety of healthcare policy and government operations projects for a change management consultancy

Publications

Publicly available work includes

- [Housing Supply and Homelessness in Rhode Island](#) (for the Rhode Island Foundation)
- [Connecticut CREATES report](#) on operational efficiency (for the State of Connecticut)

Wayne Frederick

Senior Advisor

Education

MBA, Howard University

MD, Howard University

BS, Howard University

Work experience

Dr Wayne Frederick is a Senior Advisor and internationally renowned physician and leader on topics related to health care and equity and inclusion. Recently retired from the position of President of Howard University, he continues to serve as the distinguished Charles R. Drew Professor of Surgery at the Howard University College of Medicine and is a practicing cancer surgeon at Howard University Hospital. He is a tireless advocate for social justice using his breadth of expertise to champion the need for greater access and opportunity for people of color in health care, higher education, and society at large.

Relevant experience

- Successfully orchestrated an institutional overhaul at Howard University, leading to unprecedented enrollment figures and philanthropic contributions.
- Acted as an unwavering advocate for social justice, emphasizing the importance of access and opportunities for people of color across healthcare, education, and broader societal contexts.
- Played a crucial role during the global pandemic as a leader at the institutional, local, and national levels.
- Guided strategies to tackle the multifaceted challenges - health, economic, and social - that the U.S. currently faces.
- Holds esteemed positions on various boards such as the U.S. Chamber of Commerce, Federal Reserve Bank of Richmond, Workday, and Humana Inc.

Other work history

2014-23: President, Howard University

- Successfully drove a major institutional, academic, operational, and financial transformation, resulting in record-breaking enrollment numbers and philanthropic donations at Howard University

2020-present: Board of Directors, Humana

2019-present: Charles R. Drew Endowed Chair of Surgery, Howard University College of Medicine

2016-present: Board Member, Fifth Federal Reserve District Board, Baltimore Branch

2011-14: Director, Howard University Cancer Center

Cathy Carlisi

Managing Director

Education

A graduate of The University of the South, Sewanee, she was a member of the Society of Wilkins' Scholars, and received Magna Cum Laude, Phi Beta Kappa Distinction. She attended the Portfolio Center for writing and art direction, and spent two years in independent study in poetry at Georgia State with Leon Stokesbury.

Profile summary

Shortly after BrightHouse was founded, Cathy began crafting seminal Purpose work. In her twenty-four years, she has helped develop BCGBrightHouse's processes, products, and people into the premier creative Purpose-focused consultancy, crafting Purpose, Vision, Mission, Values and bringing them to life to drive change management and impact across culture, strategy, and brand. Cathy served as Chief Creative Officer for over a decade, and President for nine years. Her focus today is on ensuring BrightHouse + BCG deliver best-in-class right + left brain thinking in public and private sectors.

Relevant experience

Children's Hospital System

- Led team that crafted the purpose, brand, and direction for a hospital system in a major city where hospitals combined their expertise to better serve children

Predictive Health Innovation

- Worked with an imaging and detection client to help them capture the unique benefit their products could bring to people, driving greater adoption and better outcomes

Medical Products and Service Provider

- Led the work to discover, articulate, and activate the purpose, vision, values, and EVP for a major healthcare product supplier

Healthcare Customer Brands

- Worked on all major health and wellness brands at B2C conglomerate to articulate their purpose and turn it into concepts that drove positive performance and societal impact

Disease Research Center

- Worked to drive change in ways of working and communicating at the premier public sector health research organization

Other work history

She started her career in advertising, working at Carmichael Lynch and Fallon. Her ad work for clients from The Cartoon Network to Coca-Cola garnered national and international awards.

Professional accomplishments

She has been featured in the media as an expert:

Forbes, How Purpose Drives Success With Cathy Carlisi, Managing Director Of BrightHouse, Karl Moore, January 17, 2022

Fortune Magazine, The 2010s Were the Decade That Forced CEOs to Get Political, Geoff Colvin, December 19th, 2019

Bank of Montreal Capital Markets, Podcast Episode 15: Unearthing and Executing Purpose, May 21st, 2020

Publications;

Purpose and Sustainability

Leaning on Purpose During a Crisis

Responsible AI

Earned Media and Purpose

Her co-authored book, The Conversation Turns To Wide-Mouth Jars, was published in 2022 by Kelsay Books, and was honored as a Book All Georgians Should Read. Cathy has poems in journals including The Atlanta Review, Prairie Schooner, Mid-American Review, Southern Poetry Review, The Greensboro Review, Sycamore Review, West Branch, and many others. Her poetry also appears in anthologies.

Public Speaking:

TEDx (https://www.youtube.com/watch?v=DQclkFTOF_8)

Center for Higher Ambition Leadership CEO Forum on Purpose + Performance, Presenter

Center for Higher Ambition Leadership CHRO Session on Purpose + Culture, Presenter

Inspire Atlanta Personal Purpose Workshop for Women Leaders, Facilitator

BCG World Wide Officer Meeting (WWOM) Plenary session presentation to 1000+ partners

Keynotes for dozens of clients

University of Texas McComb's School of Business Marketing Conference, Presenter

The University of the South, Omicron Delta Kappa leadership guest speaker

Teaching:

Emory University Goizetta School of Business, Professor of Marketing

McGill University, ongoing guest lecturer

The Miami Ad School (Portfolio Center)

Community involvement:

Board of Trustees, The University of the South, Sewanee (2019-22)

Equ QUam Bonum award recipient from which recognizes outstanding individuals for their impact in business, leadership, community, educational, or philanthropic endeavors.

Cathy served over a decade at Jerusalem House, a shelter for people living with HIV/AIDS, and has served through time and creative work, various organizations including; BCG's Racial Equity Task Force, City of Atlanta Police Use of Force Initiative, Georgia Nature Conservancy, and World Wildlife Fund.

Lisa Vura-Weis

Partner & Associate Director

Education

2010-12: MBA, Columbia Business School

2008-10: MPA, Princeton University

2000-04: BA, Harvard University

Profile summary

2021-present: Partner and Associate Director, Boston Consulting Group

Lisa is a Partner and Associate Director. At BCG, Lisa has led and supported strategic planning and organizational assessments for 5+ states in the last two years.

Relevant experience

- Led intensive strategic and operational review of one of the largest public health agencies in the country, developing a new strategic plan and targeted operational improvement initiatives
- Led support for a large state's Medicaid managed care re-procurement, including establishing strategic priorities, drafting the RFP and model contract updates, and providing operational support

Other work history

2020-21: Vice President HR Operations, FM Global

- Led people operations at a Fortune 500 specialty commercial property insurance company

2019-20: Senior Deputy Chief of Staff, Office of Governor Gina Raimondo, State of Rhode Island

- Led State of RI's COVID-19 response strategy and operations in crucial early months of the pandemic, leading effort from Governor's Office with Director of the Department of Health and the head of RI's National Guard
- Acted as Gov. Raimondo's lead for health system transformation
- Managed portfolio of agencies including all health & human services agencies, business regulation, and administration (HR, Finance, IT, Procurement)

2018-19: Acting Secretary, Rhode Island Executive Office of Health and Human Services

- Directly led \$4+ billion health and human services secretariat, which includes five agencies and over 3,000 employees responsible for delivering Medicaid program, public health services, child protective services, and additional public assistance benefits and services
- Led strategic refresh of the state's Health System Transformation Project to speed path to value-based care in the Medicaid program
- Drove financial improvements across secretariat to ensure reliable analysis for decision-making, enhance adherence to budgets, and improve accounting controls
- Enhanced data analytics function to enable data-driven policy development and implementation

2015-19: Deputy Chief of Staff, Office of Governor Gina Raimondo, State of Rhode Island

2012-15: Boston Consulting Group, Project Leader

Jessica Stone

Partner

Education

MBA, Duke Fuqua School of Business

BA, Political Science, Wake Forest University

Profile summary

2016-Present: Partner, Boston Consulting Group

Jessica is a Partner and core member of BCG's Health Care and Public Sector practices. She has over 12 years of experience leading projects in the payer industry, pharmaceutical industry, and public sector, driving forward corporate transformation strategy, large-scale transformations, and organizational change. Over the past few years, she has led efforts at health and human services agencies at the Federal level such as HHS and CMS, as well as at the state level, most recently in Pennsylvania and New York. Before joining BCG, Ms. Stone's experience included serving as a policy advisor in the US Senate during the development and later implementation of the ACA.

Relevant experience

U.S. State and Local Health Agencies

- Led healthcare provider resiliency project for NYS to understand capacity and demand gaps across the hospitals and long-term care
- Supported state departments of health during COVID-19 response:
 - Ensured hundreds of thousands of rapid OTC and POC tests were effectively distributed across the state to reach vulnerable communities and providers (e.g., schools, long-term care facilities, high SVI locations)
 - Facilitated timely standup of testing sites to support surge demand
 - Developed strategies to achieve broad geographic distribution of oral antivirals in every county of a state faster than peer states
 - Supported PHE unwind planning and analysis, including Medicaid redetermination strategy for a large state
- Supported state departments of health on provider strategy:
 - Led strategic design and stand up of a long-term care grant program, including alignment workshops across stakeholders to maximize chance of successful implementation, developed processes to operationalize
 - Evaluated the financial and operational resiliency and risks of hospitals and long-term care facilities in a state, identified providers at financial risk along with reasons and potential strategies for state policymakers
 - Benchmarked provider capacity, quality, and financial performance against peer states and synthesized strategic choices.

U.S. Federal Health Agencies

- Led effort assessing leadership team capabilities and interaction model to support organizational effectiveness and impact of their mission. This included internal leadership interviews and cross-component interviews, strategy plan review, and gaps assessment.
- Facilitated operating model design workshops across coverage, coding, and payment groups.
- Supported strategic “resiliency” transformation at federal quality organization based on behavior change mechanisms to drive improvements in quality outcomes. This included conducting external benchmarks in the healthcare industry, other government agencies, and outside the healthcare sector. Developed initiative charters with roadmaps, roles and responsibilities, timelines, and KPIs.
- Supported agency organizational realignment resulting in a closer relationship between survey and quality improvement efforts. Conducted workshops on process improvement, accountability matrices, ways of working, and role charters.

Private healthcare sector

- Led redesign of a Clinical Services division at a large payer during a transition to a new care and medical management model.
- Developed collaboration model for customer-facing roles in a pharmaceutical company's drug launch in oncology; Pressure tested launch plan of a second to market oncology product, flagged risks, and recommended adjustments to better achieve targets.
- Led workstream dedicated to transforming the go-to-market model at a biopharma organization, requiring stakeholder management, cross-functional coordination, and op model design.
- Supported global cross-functional forums between commercial, supply, and regulatory to ensure supply continuity and compliance during large scale corporate restructuring at a global biopharma organization.
- Coordinated regulatory strategies for global pharmaceutical client undergoing integration and legal entity realignment initiatives.

Other work history

2013-14: Senior Policy Advisory, Senator Mary Landrieu

- Advised the Senator on health topics including: the Affordable Care Act, Medicare, Medicaid, employer health insurance, the Food and Drug Administration, Medical R&D, and related appropriations. This advice resulted in successful negotiations with other key lawmakers and federal regulators.

2012-13: Policy Analyst, Committee for a Responsible Federal Budget

2011-12: Outreach Manager, Small Business Majority

- Managed a grant to educate small business owners on the employer provisions of the Affordable Care Act. Stood up and led listening tour program with 12 tours and over 70 events in one year.

2009-11: Legislative Aide for Health, Senator Mary Landrieu

Promoted the Senator's support for a state 1115 Medicaid waiver application, resulted in approval of the application and enhanced funding for a network of 90 community health centers in the Greater New Orleans area.

Rosie Denning

Principal

Education

MBA, Northwestern Kellogg School of Management

BS, Bucknell University

Profile summary

Rosie is a Principal in the BCG Chicago office. She joined BCG in 2019 and primarily spends her time within the Healthcare and Public Sector Practice Areas in the Payers, Providers, Systems, and & Services Sector.

Relevant experience

Select casework in the public sector

- Provided support to program manage and coordinate the vaccination effort from strategy development and planning through to execution for a US state
- Built a diagnostic on organizational effectiveness for a department of health of a US state focused on improving the basics of the process, people, and technology
- Redesigned procurement and grant management processes to improve efficiency and strategic priorities for a department of a US state
- Supported strategic redesign of core processes for a US state's department of Medicaid to improve operations effectiveness of efforts to deliver HCBS waiver services
- Lead an operating model design, transition plan, and budget identification effort for a US state DOH and Dept of Veteran Affairs to enable the departments to successfully shift operations of state-run nursing home facilities from one department to another and improve overall quality and care delivery to residents

Select casework in the private sector

- Developed an implementation plan for a health system Organization focused on retention of talent resulting in identification of broader needs and preferences of the talent pool.
- Developed a transformation strategy for a health system organization aimed at re-imagining the core business and pivot into a new model that support long-term durability
- Developed a Transformation Management Office for a healthcare provider aimed at building a more capable and effective transformation office focused on managing driving strategic initiatives and programs across the enterprise
- Conducted a pro bono strategy assessment for a safety net hospital
- Supported development of a strategic planning process for a non-profit diversified US health system

Nikolaus Axmann

Project Leader

Education

MBA, Harvard Business School

MPA-ID, Harvard Kennedy School

BA, Economics, Duke University

Profile summary

Nicky is a Project Leader and core member of the Health Care and Public Sector practice based in the Boston office. He has experience working with several US State Departments of Health and Human Services on a range of topics, including Medicaid, Public Health, and Mental Health strategy, as well as COVID-19 response and deployment of federal funds. He also has international public health experience, working across sub-Saharan Africa and India on a range of health topics, including maternal and fetal health, cardio-vascular conditions, and sanitation infrastructure.

Relevant experience

- Led a strategy transformation for a large US State's Health and Human Services department, which included working with 12 sub-agencies (e.g., Medicaid, Public Health, and Mental Health) to develop a refreshed strategy and strategy implementation approach (e.g., KPIs, key initiatives). As part of this effort, led a series of workshops to help agency leadership align on vision, mission, and key priorities across impact and internal objectives
- Reorganized a US state's COVID-19 pandemic response including creating and operationalizing a refreshed response strategy, testing approach for urban communities, and equitable vaccine roll-out
- Conducted a comprehensive economic assessment of COVID-19 impact on the economy of a 19M+ population US state, including proposals for policy areas to prioritize across prioritized sectors
- Developed and implemented a workforce development plan for a large US state with goal to roll out \$250M+ in new funding

Other work history

2014-15: Research Fellow at Evidence for Policy Design, Harvard, Boston MA

Analyzed impact of social and health programs in rural India on large (1M+) population

2015 – 2017: Associate, IDinsight, Lusaka, Zambia

Advised African governments and international organizations on key social, health, and economic programs (e.g., water and sanitation infrastructure roll-out)

Benjamin Desmond

Project Leader

Education

MBA, University of Michigan Ross School of Business

Bachelors of Arts, Economics, Colby College

Profile summary

Benjamin Desmond is a Project Leader at BCG. He works primarily within BCG's Health Care, Public Sector, and Social Impact practices, having worked with several U.S. state Departments of Health and Human Services and international health agencies. He has deep experience in public health, in both the US and Sub-Saharan Africa.

Relevant experience

- Supported the strategy development and operational transformation of a US State's DOH which involved developing the DOH vision and strategy, creating an ecosystem engagement model in which the org's role was defined across several key topic areas, mapping funding streams against key programs and strategic priorities, conducting extensive benchmarking against other states, and developing an implementation roadmap
- Supported a large US state DOH in conducting an efficiency diagnostic of key spend areas to identify opportunities to optimize spend against key priorities; involved a systematic review of programmatic areas and developing business cases for priority areas
- Led strategic planning and organizational improvement effort for the Health Products Regulatory Authority of an African country, which included: re-engineering internal processes (e.g., Medical Device review and registration, relationship management with strategic parterres); developing a robust training program to strengthen internal workforce capacity; intensifying the use of efficient and effective review methods for medicines

Other work history

2011-15: Teach For America Core Member, Boston MA

Mathematics teacher and grade level administrator or a high performing charter school

2015 – 2017: Director of Global Mathematics, Bridge International Academies

Curriculum development, student achievement analysis, and teacher training for a network of schools across Africa & India

7.2. Conflicts of interest statement

After reviewing the scope of work in this RFP, we do not believe that BCG has a perceived or actual conflict of interest at this time. For all projects, BCG proactively monitors any instance of perceived or actual conflict of interest, and we also mitigate potential conflict of interest situations through close adherence to our company conflict of interest policies. These policies are designed to ensure potential conflicts are quickly identified and effectively managed. Because BCG is a global company that enters into contracts daily, we reserve the right to update this disclosure if selected for award under this RFP.

By serving multiple companies in the same industry and working across tangential industries, BCG has been able to deepen our industry and functional knowledge and increase our ability to take an informed view of the strategic issues facing our clients. Working in an inter-connected world, our services for one client frequently have the potential to impact the interest or decisions of other clients. For example:

- BCG has a robust Health Care consulting practice and ongoing, confidential, client relationships with hundreds of health care organizations, including biopharma companies, medical technology companies, managed health care providers (MCP's), and health insurers, including most of the health care companies in the Fortune 500. BCG has, and will continue to, bid for work with commercial companies in healthcare and who actively respond to public health issues.
- BCG's US Government consulting practice offers a full range of solutions and services that help state and local governments and other organizations to overcome the challenges related to global health and pandemic response. We anticipate that BCG will pursue opportunities to help organizations reduce disease, improve global health, and save lives.

The team working on this contract has received training on strict procedural and technical protocols to ensure that the information shared by clients is kept appropriately secure and confidential. The project leadership will continue to reinforce these practices and the team will undertake appropriate training and guidance from NJDOH as requested and/or required. Some of the key principles that BCG teams practice in performing contracted services include the following:

- BCG adheres to strict confidentiality obligations with its clients and ensures that each BCG consultant is trained to abide by these obligations and our internal procedures;
- Each individual client team establishes confidential "firewalls" between itself and any project teams working in any relevant industry and/or practice group (and the rest of the company and all third parties), so that no information is shared with unauthorized individuals or entities;
- BCG will not concurrently serve clients on both sides of a particular matter, and individual BCG employees will not simultaneously serve different clients on the same topic; and
- BCG employs technical security and encryption protocols to ensure all confidential information is safeguarded securely from inadvertent disclosure of any kind.

In support, and in addition to all of the above, as the leader of BCG's team for this project, Jonathan Lim will work with the NJDOH to evaluate and address any potential perception of conflict of interest, or related issues.

Price Sheet Mini-Bid Engagement Request Organizational Assessment & Strategic Planning Services		
Bidder Name		Boston Consulting Group, Inc
Instructions		Refer to Mini-Bid Section 3.16 for Bidder instructions. The Bidder shall provide pricing in the yellow highlighted cells.
Line #	Description	Proposed All-Inclusive Price (Total Sum of Quote Not to Exceed \$5,000,000.00)
1	Submission of Final Organizational Assessment Report All-Inclusive Pricing **MANDATORY**	\$ 3,750,000
2	Submission of Final Strategic Plan All-Inclusive Pricing **MANDATORY**	No charge



Organizational Assessment & Strategic Planning Services Mini-Bid

M4010 Business and IT Consulting and Advisory Services

	Date	Time
Due Date For Questions	January 26, 2024	2:00 PM
Submission Date	February 7, 2024	2:00 PM

Dates are subject to change. All times contained in the Mini-Bid refer to Eastern Time.
All changes will be reflected in Bid Amendments, emailed to the eligible Bidders.

Prospective Bidders are advised that written questions and Quotes are only accepted by email at centralprocurement@doh.nj.gov.

Mini-Bid Issued By:

State of New Jersey
Department of Health
Division of Management and Administration
55 North Willow Street
Trenton, NJ 08625

Date: January 30, 2024

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1 INTRODUCTION AND SUMMARY OF THE MINI-BID

This Mini-Bid is issued by the Division of Management and Administration, New Jersey Department of Health (NJDOH) on behalf of the Office of Population Health (OPH or Using Agency).

Prospective Bidders are advised that Quotes are only accepted by email at centralprocurement@doh.nj.gov.

1.1 PURPOSE AND INTENT

The purpose of this Mini-Bid is to solicit Quotes for a Contractor to provide an Organizational Assessment, strategic reorganization, and assessment of performance measures to ensure the NJDOH is operating at a high level of efficiency and effectiveness. Simultaneously, the Contractor will design, develop, and recommend a five (5)-year Strategic Plan for the NJDOH, ensuring the priorities directly support the NJDOH's overarching mission, vision, goals, and values.

It is the intent of the State to award an Engagement to that responsible Bidder whose Quote, conforming to this Mini-Bid is most advantageous to the State of New Jersey (State), price and other factors considered. The State may award any or all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the Mini-Bid during the Contract term, when deemed to be in the State's best interest.

1.1.1 BACKGROUND

Despite the end of the COVID-19 emergency, it remains critical for the NJDOH to strengthen capacity statewide to prevent, detect, and respond to future pandemic and other emerging threats. Engaging in a strategic planning process on the heels of the COVID-19 global pandemic will allow NJDOH to reflect on the successes, as well the setbacks, obstacles, and breakdowns that defined our response to COVID-19. By pursuing effective, proactive, systemic and long-term planning at this important juncture, NJDOH can update its priorities and develop criteria for monitoring and evaluating future public health issues and the agency's impact on health security statewide. Moreover, a strategic plan will reinforce the State's capacity to respond to ongoing, seasonal COVID-19 cases and other future threats by setting goals and objectives aimed at strengthening the NJDOH workforce; supporting approaches to prevention and treatment; strengthening surveillance and laboratory systems; and modernizing data systems. Now is the time to plan for how NJDOH's work is going to change and grow in the future, and strategic planning is an excellent mechanism for facilitating this process.

1.1.2 PRE-QUOTE DOCUMENT REVIEW

Not applicable to this procurement.

2 PRE-QUOTE SUBMISSION INFORMATION

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

2.1 QUESTION AND ANSWER PERIOD

The Using Agency will electronically accept questions and inquiries from all potential Bidders.

Questions should be directly tied to the Mini-Bid and asked in consecutive order, from beginning to end, following the organization of the Mini-Bid.

A Bidder shall submit questions only to the Using Agency designee by email to centralprocurement@doh.nj.gov. The Using Agency will not accept any question in person or by telephone concerning this Mini-Bid. The cut-off date for electronic questions and inquiries relating to this Mini-Bid is indicated on the Mini-Bid cover sheet. In the event that questions are posed by Bidders, answers to such questions will be issued by Addendum. Any Addendum to this Mini-Bid will become part of this Mini-Bid and part of any Engagement awarded as a result of this Mini-Bid. Addenda to this Mini-Bid, if any, will be emailed to the eligible Bidders.

2.2 BID AMENDMENTS

In the event that it becomes necessary to clarify or revise this Mini-Bid, such clarification or revision will be by Bid Amendment. Any Bid Amendment will become part of this Mini-Bid and part of any Engagement awarded. Bid Amendments will be emailed to the eligible Bidders. There are no designated dates for release of Bid Amendments. It is the sole responsibility of the Bidder to be knowledgeable of all Bid Amendments related to this Mini-Bid.

3 QUOTE SUBMISSION REQUIREMENTS

3.1 QUOTE SUBMISSION

In order to be considered for award, the Quote must be received by the Using Agency, by the required date and time indicated on the Mini-Bid cover sheet. If the Quote opening deadline has been revised, the new Quote opening deadline shall be shown on the posted Bid Amendment. Quotes not received prior to the Quote opening deadline shall be rejected.

Bidders are advised that Quotes are only accepted by email at centralprocurement@doh.nj.gov. Email sizes exceeding 25mb will be rejected. If an email size in excess of 25mb is required, Bidders are advised to submit Quotes in multiple emails.

Bidders are advised that all Quote submission requirements must be submitted as an email attachment. The State is unable to accept Quote submission requirements via links, third party websites downloads, external download applications, etc.

3.2 BIDDER RESPONSIBILITY

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

3.3 QUOTE ERRORS

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

3.4 QUOTE WITHDRAWAL PRIOR TO QUOTE OPENING

A Bidder may withdraw its Quote submission prior to the Quote opening by making a written request to the Using Agency to withdraw its Quote from consideration for award. The Quote withdrawal request must include, as applicable, the Mini-Bid Number, Mini-Bid Title, and the Quote submission date and should be sent to centralprocurement@doh.nj.gov. The Bidder may submit a revised Quote as long as the Quote is received prior to the announced date and time for Quote submission. Bidders may refer to the QRG "Submit a Quote" for additional instructions.

3.5 QUOTE WITHDRAWAL AFTER QUOTE OPENING, BUT PRIOR TO CONTRACT AWARD

If, after the Quote opening, but before Engagement award, a Bidder discovers an error in its Quote, the Bidder may make a written request to the Using Agency to withdraw its Quote from consideration for award. If the Bidder's request to withdraw is made in good faith, and the State will not be significantly prejudiced by granting the withdrawal of the Quote beyond the loss of the benefit of the bargain to the State of the withdrawing Bidder's offer, the request shall be granted. Evidence of the Bidder's good faith in making this request can be demonstrated by one (1) or more of the following factors: A mistake is so significant that to enforce the Engagement resulting from the Quote would be unconscionable; that the mistake relates to a material feature or term of the Engagement; and that the mistake occurred notwithstanding the Bidder's exercise of reasonable care. After Quote opening, while pursuant to the provisions of this section a Bidder may request to withdraw its Quote and the Using Agency may in its discretion allow said Bidder to withdraw it, the Using Agency also may take notice of repeated or unusual requests to withdraw by a Bidder and take those prior requests to withdraw into consideration when evaluating the Bidder's future Quotes.

The Quote withdrawal request must include, as applicable, the Mini-Bid Number, Mini-Bid Title, and the Quote submission date and should be sent to centralprocurement@doh.nj.gov.

If, during a Quote evaluation process, an obvious pricing error made by a potential Engagement awardee is found, the Using Agency shall issue written notice to the Bidder. The Bidder will have up to five (5) business days after receipt of the notice to confirm its pricing. If the Bidder fails to respond, its Quote shall be considered withdrawn, and no further consideration shall be given to it.

3.6 BIDDER ADDITIONAL TERMS SUBMITTED WITH THE QUOTE

A Bidder may submit additional terms as part of its Quote. Additional terms are Bidder-proposed terms or conditions that do not conflict with the scope of work required in this Mini-Bid, the terms and conditions of the Contract, or the State of New Jersey Standard Terms and Conditions. Bidder proposed terms or conditions that conflict with those contained in the State of New Jersey Standard Terms and Conditions will render a Quote non-responsive. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Quote submission.

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

If Bidder intends to propose terms and conditions that conflict with the State of New Jersey Standard Terms and Conditions, those Bidder proposed terms and conditions shall only be considered if submitted and agreed to pursuant to the electronic question and answer procedure. Bidders shall not submit exceptions or modifications as part of the Quote.

3.7 QUOTE CONTENT

The Quote should be submitted with the attachments organized in following manner:

- Technical Quote
- State Price Sheet
- [CONFIDENTIALITY/COMMITMENT TO DEFEND](#)

A Bidder should not password protect any submitted documents. Use of URLs in a Quote should be kept to a minimum and shall not be used to satisfy any material term of a Mini-Bid. If a preprinted or other document included as part of the Quote contains a URL, a printed copy of the information should be provided and will be considered as part of the Quote.

3.7.1 [CONFIDENTIALITY/COMMITMENT TO DEFEND](#)

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

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

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

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

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

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

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

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

3.7.2 STATE OF NEW JERSEY SECURITY DUE DILIGENCE THIRD-PARTY INFORMATION SECURITY QUESTIONNAIRE

Not applicable to this procurement.

3.8 TECHNICAL QUOTE

The Bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work. The Bidder must set forth its understanding of the requirements of this Mini-Bid and its approach to successfully complete the Contract in a narrative format. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of the Bidder's Quote.

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

3.9 ENGAGEMENT MANAGEMENT

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

3.10 ENGAGEMENT SCHEDULE

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

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

3.11 ORGANIZATIONAL EXPERIENCE

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

3.12 LOCATION

The Bidder should include the address of where responsibility for managing the Engagement will take place. The Bidder should include the telephone number and name of the individual to contact.

3.13 ORGANIZATION CHARTS

The Bidder should include an organization chart, with names showing management, supervisory and other key personnel (including Subcontractor management, supervisory, or other key personnel) to be assigned to the Engagement. The chart should include the labor category and title of each such individual.

3.14 RESUMES

Detailed resumes should be submitted for all management, supervisory, and key personnel to be assigned to the Engagement. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing prior work of similar size and scope to those required by this Mini-Bid. Resumes should include the following:

- A. The individual's previous experience in prior work related to this Mini-Bid;
- B. Beginning and ending dates for prior work related to this Mini-Bid;
- C. A description of prior work, demonstrating how it relates to the individual's ability to contribute to successfully providing the services required by this Mini-Bid; and
- D. With respect to prior work, the name and address of each reference together with a person to contact for a reference check and a telephone number.

The Bidder should provide detailed resumes for each Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability, and experience relevant to that part of the work which the Subcontractor is designated to perform.

3.15 EXPERIENCE WITH CONTRACTS OR ENGAGEMENTS OF SIMILAR SIZE AND SCOPE

The Bidder should provide a comprehensive listing of contracts or Engagements of similar size and scope that it has successfully completed, as evidence of the Bidder's ability to successfully complete services similar to those required by this Mini-Bid. Emphasis should be placed on contracts or engagements that are similar in size and scope to the work required by this Mini-Bid. A description of all such contracts or engagements should be included and should show how such contracts or engagements relate to the ability of the firm to complete the services required by this Mini-Bid. For each such contract or engagement listed, the Bidder should provide two (2) names and telephone numbers of individuals for contracting or engaging party. Beginning and ending dates should also be given for each contract or engagement.

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

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

3.16 STATE-SUPPLIED PRICE SHEET INSTRUCTIONS

The Bidder shall submit its pricing using the State-Supplied Price Sheet accompanying this Mini-Bid.

Any price changes including hand written revisions or "white-outs" must be initialed. Failure to initial price changes shall preclude a Engagement award from being made to the Bidder pursuant to N.J.A.C. 17:12-2.2(a)(8).

- A. The Bidder shall provide its all-inclusive pricing in the yellow highlighted cells in Price Lines 1-2; and
- B. The total sum of the Bidder's Quote shall not exceed \$5,000,000.00.

Where the State-Supplied Price Sheet includes an estimated quantity column, Bidders are advised that estimated quantities may vary throughout the Engagement term resulting from this Mini-Bid. There is no guaranteed minimum or maximum volume for these price lines.

3.16.1 CASH DISCOUNTS

The Bidder is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the price rankings of Quotes. Should the Bidder choose to offer cash discounts, the following shall apply:

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

3.16.2 USE OF "NO BID" VERSUS "NO CHARGE" ON THE STATE-SUPPLIED PRICE SHEET

All price lines must be filled out in accordance with the instructions above. If the Bidder is not submitting a price for an item on a price line, the Bidder must indicate "No Bid" on the State-Supplied Price Sheet accompanying this Mini-Bid. If the Bidder will supply an item on a price line free of charge, the Bidder must indicate "No Charge" on the State-Supplied Price Sheet accompanying this Mini-Bid. The use of any other identifier may result in the Bidder's Quote being deemed non-responsive.

4 SCOPE OF WORK

The Contractor shall advise and inform NJDOH executive level decisions concerning the organization, structure, and strategic priorities. The Contractor shall assess NJDOH required functions, make recommendations to align them with the Department's current capacity and capabilities, identify gaps, risks and redundancies, and develop a comprehensive strategic plan that takes into account lessons learned from the COVID-19 pandemic.

These professional services, expert advice and consultative materials will inform and support NJDOH's decisions concerning strategic priorities and guide NJDOH through plan execution, tracking, and updating.

The Contractor shall complete the following actions, tasks, obligations, and responsibilities within 90 days of Mini-Bid Engagement award. In the event the State receives an extension to its funding expiration, the State and Contractor may mutually agree in writing to an extension of the deliverable timeline.

The Contractor is advised that the State psychiatric hospitals are not part of this Scope of Work.

Services can be performed virtually, but an onsite presence is preferred.

4.1 CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- 1) Review NJDOH's 2016-2018 Strategic Plan and progress tracker;
- 2) Review NJDOH's 2021 operational plan and other background material, including results of past employee focus groups and surveys, and progress tracker to identify existing organizational priorities;
- 3) If necessary, distribute surveys and conduct focus groups with varying levels of staff to assess any needs not covered in previous process;
- 4) Conduct a detailed examination of the Department's organizational structure, work environment, responsibilities, activities, and processes;
- 5) Assess the functional assignments and staffing levels required to perform current duties, execute legislative mandates, and activities in CDC's 10 Essential Public Health Services (EPHS) framework and the Public Health Accreditation Board's (PHAB) Foundational Public Health Services (FPHS) framework;
- 6) Identify current supervisory ratios and based on industry best practices and organizational needs, develop recommendations for appropriate supervisory ratios;
- 7) Evaluate the Department's mission, vision, values, initiatives, goals, and objectives;
- 8) Conduct an environmental scan to show how the Department measures up to other state departments of health and what we can learn from them and/or adapt to improve our work;
- 9) Determine the overt and covert rules, values, customs, and principles that guide organizational behavior/culture;
- 10) Evaluate the collective impressions, expectations, and feelings of staff, and the nature of cross-program/division relationships;
- 11) Assess current role of state health department; rethink role in "post-pandemic/endemic" state, i.e., technological advances, increasing emphasis on health equity, community engagement, cultural competence, demographic changes, climate change, etc.;
- 12) Assess administrative strengths, i.e. financial, supervision and professional development of staff, risk management coordination and practices, and use of technology and identify areas requiring additional support and staffing; and
- 13) Review fiscal pathways to determine if there's proper alignment between funding sources and programmatic work. For example, do federal structures and funding streams align with DOH's structures?

4.2 DELIVERABLES

For the below reports, draft reports with an Executive Summary shall be issued, and a presentation shall be conducted to NJDOH executive leadership. The documents shall include the study process, data review and analysis, and summary of findings and recommendations as identified in the Scope of Work. Any spreadsheets or other documentation prepared by the vendor shall be provided to the NJDOH in electronic format that can be edited by NJDOH staff if necessary.

Final reports shall be issued following staff comments on the draft reports.

4.2.1 ORGANIZATIONAL ASSESSMENT REPORT

At the conclusion of the organizational reviews, the Contractor shall create and submit an Organizational Assessment Report, which must include the following at minimum:

- 1) A summary of findings that effectively summarizes and communicates the information reviewed with identified issues and opportunities;

- 2) Recommendations for an optimal organizational model, along with recommendations for organizational restructure, including removals, additions, mergers, etc;
- 3) Recommendations for changes to improve the operations and collaboration of the varying levels of stakeholders in the State's public health ecosystem [state/local government, community and faith-based organizations, philanthropic and academic institutions, and private industry];
- 4) A definition of Population Health and recommendations for restructuring the office and activities in alignment with proposed definition;
- 5) Organizational transformation strategies and recommendations formulated in a priority order;
- 6) Recommendations for streamlining procedures, policies, and processes for current and future required functions;
- 7) Recommendations for cost saving programs, software, technology, or tools to support current and future programs and operations;
- 8) Recommendations on staffing requirements;
- 9) Training recommendations to improve operations and support succession planning;
- 10) Associated policy, staff, and fiscal impacts of recommended actions;
- 11) New workflows, business processes, quality standards, and/or metrics for measuring performance and effectiveness; and
- 12) Transformation communication strategy and plan, and present change management program to key internal groups, i.e., senior staff, assistant commissioners, HR managers, affected employees, and include a method for measuring effectiveness.

4.2.2 STRATEGIC PLAN

At the conclusion of the organizational reviews, the Contractor shall create and submit a Strategic Plan, which must include the following at minimum:

- 1) Mission, Vision, and Values statements;
- 2) Goals and objectives with measurable time-bound targets;
- 3) Strategic Priorities;
- 4) Summary of agency infrastructure and capacity required for efficiency and effectiveness;
- 5) Changing or emerging trends that affect the effectiveness and/or strategies of the Department; and
- 6) Linkage of the strategic plan to the State health improvement plan and performance management.

4.3 SCOPE OF WORK EXPANSION

Budget limitations for this procurement are identified in Mini-Bid Section 3.16 *State-Supplied Price Sheet Instructions*. In the event that more funding becomes available to NJDOH, NJDOH may notify the Contractor. Upon notification, the Contractor may engage in supplementary work, provided the following:

- 1) The Contractor drafts an all-inclusive, minimum one (1) page proposal and submits to NJDOH for review;
- 2) The draft proposal does not deviate from the existing Scope of Work;
 - a. If it does, NJDOH may still consider the proposal but an amendment to the Contract may be required before commencement of further activities;
- 3) NJDOH approves of the draft proposal; and
- 4) Any unexpected costs incurred by the Contractor are the sole responsibility of the Contractor.

5 GENERAL ENGAGEMENT TERMS

The Contractor shall have sole responsibility for the complete effort specified in this Engagement. Payment will be made only to the Contractor. 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 this Engagement. 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 Engagement 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 deliverables, goods or services, shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this Engagement.

5.1 ENGAGEMENT TERM AND EXTENSION OPTION

For NJSTART administrative purposes, the base term of this Engagement shall be for a period of **six (6) months, or the Contract shall be terminated upon Using Agency certified completion of the Scope of Work if sooner.**

This Engagement may be extended up to **one (1) year** with no single extension exceeding one (1) year, by the mutual written consent of the Contractor and the State at the same terms, conditions, and pricing at the rates in effect in the last year of this Engagement or rates more favorable to the State.

5.2 ENGAGEMENT TRANSITION

Not applicable to this procurement.

5.3 DELIVERY TIME AND COSTS

Not applicable to this procurement.

5.4 ELECTRONIC PAYMENTS

With the award of this Engagement, the successful Contractor(s) will be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, you must complete the EFT information within your **NJSTART** Vendor Profile. Please refer to the QRG entitled "Vendor Profile Management – Company Information and User Access" for instructions.

6 DATA SECURITY REQUIREMENTS – CONTRACTOR RESPONSIBILITY

6.1 SECURITY PLAN

The Contractor shall submit a detailed Security Plan that addresses the Contractor's approach to meeting each applicable security requirement outlined below, to the State, no later than thirty (30) calendar days after the award of the Engagement. The State's approval of the Security Plan shall be set forth in writing. In the event that the State reasonably rejects the Security Plan after providing the Contractor an opportunity to cure, the State may terminate the Engagement pursuant to the SSTC.

6.2 COMPLIANCE

The Contractor shall develop and implement processes to ensure its compliance with all statutory, regulatory, contractual, and internal policy obligations applicable to this Engagement. Examples include but are not limited to General Data Protection Regulation (GDPR), Payment Card Industry Data Security Standard (PCI DSS), Health Insurance Portability and Accountability Act of 1996 (HIPAA), IRS-1075. Contractor shall timely update its processes as applicable standards evolve.

The Contractor shall also conduct periodic reviews of its information systems on a defined frequency for compliance with statutory, regulatory, and contractual requirements. The Contractor shall document the results of any such reviews.

6.3 PERSONNEL SECURITY

The Contractor shall implement processes to ensure all personnel having access to relevant State information have the appropriate background, skills, and training to perform their job responsibilities in a competent, professional, and secure manner. Workforce security controls shall include, at a minimum:

- A. Position descriptions that include appropriate language regarding each role's security requirements;
- B. To the extent permitted by law, employment screening checks are conducted and successfully passed for all personnel prior to beginning work or being granted access to information assets;
- C. Rules of behavior are established and procedures are implemented to ensure personnel are aware of and understand usage policies applicable to information and information systems;
- D. Access reviews are conducted upon personnel transfers and promotions to ensure access levels are appropriate;
- E. Contractor disables system access for terminated personnel and collects all organization owned assets prior to the individual's departure; and
- F. Procedures are implemented that ensure all personnel are aware of their duty to protect information assets and their responsibility to immediately report any suspected information security incidents.

6.4 SECURITY AWARENESS AND TRAINING

The Contractor shall provide periodic and on-going information security awareness and training to ensure personnel are aware of information security risks and threats, understand their responsibilities, and are aware of the statutory, regulatory, contractual, and policy requirements that are intended to protect information systems and State Confidential Information from a loss of confidentiality, integrity, availability and privacy. Security awareness and training shall include, at a minimum:

- A. Personnel are provided with security awareness training upon hire and at least annually, thereafter;
- B. Security awareness training records are maintained as part of the personnel record;
- C. Role-based security training is provided to personnel with respect to their duties or responsibilities (e.g. network and systems administrators require specific security training in accordance with their job functions); and
- D. Individuals are provided with timely information regarding emerging threats, best practices, and new policies, laws, and regulations related to information security.

6.5 PRIVACY

If there is State Data associated with the Engagement, this section is applicable.

- A. Data Ownership. The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data, or information derived from or based on State Data.
- B. Data usage, storage, and protection of Personal Data are subject to all applicable international, federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for HIPAA, Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, the New Jersey Privacy Notice found at NJ.gov, N.J.S.A. § 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. § 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. § 39:2-3.4. Contractor shall also conform to PCI DSS, where applicable.
- C. Security: Contractor agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of user information. Contractor shall ensure that State Data is secured and encrypted during transmission or at rest.

- D. Data Transmission: The Contractor shall only transmit or exchange State Data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the Engagement or the State of New Jersey. The Contractor shall only transmit or exchange State Data with the State of New Jersey or other parties through secure means supported by current technologies.
- E. Data Storage: All data provided by the State of New Jersey or State data obtained by the Contractor in the performance of the Engagement must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State 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 State Contract Manager. The Contractor must not store or transfer State of New Jersey data outside of the United States.
- F. Data Re-Use: All State Data shall be used expressly and solely for the purposes enumerated in the Engagement Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State Data shall 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 State Contract Manager.
- G. Data Breach: In the event of any actual, probable or reasonably suspected Breach of Security, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any Personal Data, Contractor shall: (a) immediately notify the State of such Breach of Security, but in no event later than 24 hours after learning of such security breach; (b) designate a single individual employed by Contractor who shall be available to the State 24 hours per day, seven (7) days per week as a contact regarding Contractor's obligations under *Mini-Bid Section 6.11 - Incident Response*; (c) not provide any other notification or provide any disclosure to the public regarding such Breach of Security without the prior written consent of the State, unless required to provide such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case Contractor shall consult with the State and reasonably cooperate with the State to prevent any notification or disclosure concerning any Personal Data or Breach of Security); (d) assist the State in investigating, remedying and taking any other action the State deems necessary regarding any Breach of Security and any dispute, inquiry, or claim that concerns the Breach of Security; (e) follow all instructions provided by the State relating to the Personal Data affected or potentially affected by the Breach of Security; (f) take such actions as necessary to prevent future Breaches of Security; and (g) unless prohibited by an applicable statute or court order, notify the State of any third party legal process relating to any Breach of Security including, at a minimum, any legal process initiated by any governmental entity (foreign or domestic).
- H. Minimum Necessary. Contractor shall ensure that State Data requested represents the minimum necessary information for the services as described in this Mini-Bid and, unless otherwise agreed to in writing by the State, that only necessary individuals or entities who are familiar with and bound by the Engagement will have access to the State Data in order to perform the work.
- I. End of Engagement Data Handling: Upon termination/expiration of this Engagement the Contractor shall first return all State Data to the State in a usable format as defined in the Engagement, or in an open standards machine-readable format if not. The Contractor shall then erase, destroy, and render unreadable all Contractor back up copies of State Data according to the standards enumerated in accordance with the State's most recent Media Protection policy, https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf; and certify in writing that these actions have been completed within 30 calendar days after the termination/expiration of the Engagement or within seven (7) business days of the request of an agent of the State whichever should come first.
- J. In the event of loss of any State Data where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the State Contract Manager. The Contractor shall ensure that all State Data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of State Data.

6.6 MEDIA PROTECTION

The Contractor shall establish controls to ensure data and information, in all forms and mediums, are protected throughout their lifecycles based on their sensitivity, value, and criticality, and the impact that a loss of confidentiality, integrity, availability, and privacy would have on the Contractor, business partners, or individuals. Media protections shall include, at a minimum:

- A. Media storage/access/transportation;
- B. Maintenance of sensitive data inventories;
- C. Application of cryptographic protections;
- D. Restricting the use of portable storage devices;
- E. Establishing records retention requirements in accordance with business objectives and statutory and regulatory obligations; and
- F. Media disposal/sanitization.

6.7 REMOTE ACCESS

The Contractor shall strictly control remote access to the Contractor's internal networks, systems, applications, and services. Appropriate authorizations and technical security controls shall be implemented prior to remote access being established. Remote access controls shall include at a minimum:

- A. Establishing centralized management of the Contractor's remote access infrastructure;
- B. Implementing technical security controls (e.g. encryption, multi-factor authentication, IP whitelisting, geo-fencing); and
- C. Training users in regard to information security risks and best practices related remote access use.

In the event the Contractor shall be approved to utilize State-provided remote access connectivity to conduct work on systems, networks, and data repositories managed and hosted within the New Jersey Garden State Network (GSN) for State approved business, the Contractor shall collaborate with the State in accordance with State defined usage restrictions, configuration/connection requirements, and implementation guidance for remote access into the GSN.

6.8 MOBILE DEVICE SECURITY

The Contractor shall establish administrative, technical, and physical security controls required to effectively manage the risks introduced by mobile devices used for organizational business purposes. Mobile device security shall include, at a minimum, the following:

- A. Establishing requirements for authorization to use mobile devices for organizational business purposes;
- B. Establishing Bring Your Own Device (BYOD) processes and restrictions;
- C. Establishing physical and logical access controls;
- D. Implementing network access restrictions for mobile devices;
- E. Implementing mobile device management solutions to provide centralized management of mobile devices and to ensure technical security controls (e.g. encryption, authentication, remote-wipe, etc.) are implemented and updated as necessary;
- F. Establishing approved application stores from which applications can be acquired;
- G. Establishing lists approved applications that can be used; and
- H. Training of mobile device users regarding security and safety.

6.9 ENGAGEMENT AND RESOURCE MANAGEMENT

The Contractor shall ensure that controls necessary to appropriately manage risks are accounted for and implemented throughout the term of the Engagement and resource management security practices shall include, at a minimum:

- A. Defining and implementing security requirements;
- B. Allocating resources required to protect systems and information; and
- C. Ensuring security requirements are accounted for throughout the term.

6.10 THIRD PARTY MANAGEMENT

The Contractor shall implement processes and controls to ensure that risks associated with third-parties (e.g. vendors, contractors, business partners, etc.) providing information technology equipment, software, and/or services are minimized or avoided. Third party management processes and controls shall include, at a minimum:

- A. Tailored acquisition strategies, contracting tools, and procurement methods for the purchase of systems, system components, or system service from suppliers;
- B. Due diligence security reviews of suppliers and third parties with access to the Contractor's systems and sensitive information;
- C. Third party interconnection security; and
- D. Independent testing and security assessments of supplier technologies and supplier organizations.

6.11 INCIDENT RESPONSE

The Contractor shall maintain an information security incident response capability that includes adequate preparation, detection, analysis, containment, recovery, and reporting activities. Information security incident response activities shall include, at a minimum, the following:

- A. Information security incident reporting awareness;
- B. Incident response planning and handling;
- C. Establishment of an incident response team;
- D. Cybersecurity insurance;
- E. Contracts with external incident response services specialists; and
- F. Contacts with law enforcement cybersecurity units.

7 MODIFICATIONS TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

Not applicable to this procurement.

8 QUOTE EVALUATION AND AWARD

8.1 RIGHT TO WAIVE

Pursuant to N.J.A.C. 17:12-2.7(d) the State may waive minor irregularities or omissions in a Quote. The State reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

8.2 CLARIFICATION OF QUOTE

After the Quote Opening Date, unless requested by the State as noted below, Bidder contact with the Using Agency regarding this Mini-Bid and the submitted Quote is not permitted. After the Quotes are reviewed, one (1), some or all of the Bidders may be asked to clarify inconsistent statement contained within the submitted Quote.

8.3 TIE QUOTES

Tie Quotes will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

8.4 STATE'S RIGHT TO CHECK REFERENCES

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

8.5 QUOTE EVALUATION COMMITTEE

Quotes may be evaluated by an Evaluation Committee composed of members of the Using Agency and/or other representative(s) as deemed appropriate by the Using Agency. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant(s) in an advisory role.

8.6 EVALUATION CRITERIA

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

8.6.1 TECHNICAL EVALUATION CRITERIA

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

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

8.6.2 PRICE EVALUATION

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

8.7 QUOTE DISCREPANCIES

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

8.8 NEGOTIATION

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2-7, after evaluating Quotes, the Using Agency may establish a competitive range and enter into negotiations with one (1) Bidder or multiple Bidders within this competitive range. The primary purpose of negotiations is to maximize the State'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 (1) Bidder or multiple Bidders. Negotiations will be structured by the Using Agency to safeguard information and ensure that all Bidders are treated fairly.

Negotiations will be conducted only in those circumstances where it is deemed by the Using Agency to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price Quote in response to this Mini-Bid since the State may, after evaluation, make an Engagement award based on the content of the initial submission.

If the Using Agency contemplates negotiation, Quote prices will not be publicly read at the Quote opening. Only the name and address of each Bidder will be publicly announced at the Quote opening.

8.9 BEST AND FINAL OFFER (BAFO)

The Using Agency may invite one (1) Bidder or multiple Bidders to submit a Best and Final Offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Bidder's most advantageous previously submitted pricing.

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

BAFOs will be conducted only in those circumstances where it is deemed to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price Quote in response to this Mini-Bid since the State may, after evaluation, make an Engagement award based on the content of the initial submission.

If the Using Agency contemplates BAFOs, Quote prices will not be publicly read at the Quote opening. Only the name and address of each Bidder will be publicly announced at the Quote opening.

8.10 ENGAGEMENT AWARD

Engagement award will be made with reasonable promptness by written notice to that responsible Bidder, whose Quote, conforming to this Mini-Bid, is most advantageous to the State, price, and other factors considered.

9 GLOSSARY

9.1 CROSSWALK

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

9.2 DEFINITIONS

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

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

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

Apparel - means any clothing, headwear, linens or fabric.

Apparel Contracts - include all purchases, rentals or other acquisition of apparel products by the State of New Jersey, including authorizations by the State of New Jersey for vendors to sell apparel products through cash allowances or vouchers issued by the State of New Jersey, and license agreements with a public body.

Apparel Production - includes the cutting and manufacturing of apparel products performed by the vendor or by any subcontractors, but not including the production of supplies or sundries such as buttons, zippers, and thread.

Approved Products – Those products that have been identified in Mini-Bid as meeting Using Agency needs and confirmed as meeting product specifications.

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

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

Bid Amendment – Written clarification or revision to this Mini-Bid. Bid Amendments, if any, will be issued prior to Quote opening.

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

Bid Security - means a guarantee, in a form acceptable to the Division, that the bidder, if selected, will accept the contract as bid; otherwise, the bidder or, as applicable, its guarantor will be liable for the amount of the loss suffered by the State, which loss may be partially or completely recovered by the State in exercising its rights against the instrument of bid security.

Bidder – An entity offering a Quote in response to the Mini-Bid.

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

Business Day – Any weekday, excluding Saturdays, Sundays, State 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.

Change Order – An amendment, alteration, or modification of the terms of a Contract between the State and the Contractor(s). A Change Order is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

Commercial off the Shelf Software or COTS - Software provided by Provider that is commercially available and that can be used with little or no modification.

Customized Software - COTS that is adapted or configured by Provider to meet specific requirements of the Authorized Purchaser that differ from the standard requirements of the base product. For the avoidance of doubt, “Customized Software” is not permitted to be sold to the State under the scope of this Contract.

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

Contractor – The Bidder awarded a Engagement resulting from this Mini-Bid.

Cooperative Purchasing Program – The Division’s intrastate program that provides procurement-related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Contract s issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 et seq.

Cooperative Purchasing Participants - These participants include quasi-State entities, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges, and State colleges

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

Dealer/Distributor – A Company authorized by a Bidder or Contractor as having the contractual ability to accept and fulfill orders and receive payments directly on behalf of the Contractor that is awarded a Contract. Any authorized Dealer/Distributor must agree to all terms and conditions contained within the Mini-Bid and must agree to provide all products and services in accordance with the Contract specifications, terms, conditions and pricing.

Deliverable – Goods, products, Services and Work Product that Contractor is required to deliver to the State under the Contract.

Director – Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority is the Chief Contracting Officer for the State of New Jersey; or the Director’s designee.

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.

Discount – The standard price reduction applied by the Bidder to all items.

Division – The Division of Purchase and Property.

Equivalent Products – Products offered other than those identified as an Approved Product in this Mini-Bid that meet the specifications herein. Equivalent Products will be evaluated to ensure that they meet all technical, nutritional, and packaging specifications herein as part of the Quote evaluation process.

Evaluation Committee – A group of individuals or a Using Agency staff member assigned to review and evaluate Quotes submitted in response to this Mini-Bid and recommend a Engagement award.

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

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

Internet of Things (IoT) - the network of physical devices, vehicles, home appliances and other items embedded with electronics, software, sensors, actuators, and network connectivity which enables these objects to connect and exchange data.

Intrastate cooperative purchasing participants - refers to political subdivisions, volunteer fire departments and first aid squads, and independent institutions of higher education and school districts pursuant to N.J.S.A. 52:25-16.1 et seq., State and county colleges pursuant to N.J.S.A. 18A:64-60 and 18A:64A-25.9, quasi-State agencies and independent authorities pursuant to N.J.S.A. 52:27B-56.1, and other New Jersey public entities having statutory authority to utilize select State contracts issued by the Division

Joint Venture – A business undertaking by two (2) or more entities to share risk and responsibility for a specific project.

Life cycle assessment – The comprehensive examination of a product's environmental and economic aspects and potential impacts throughout its lifetime, including raw material extraction, transportation, manufacturing, use and disposal.

Life cycle cost – The amortized total cost of a product, including capital costs, installation costs, operating costs, maintenance costs, and disposal costs discounted over the lifetime of the product.

Master Blanket Purchase Order (Blanket/Blanket P.O.) – A Term Contract that allows repeated purchases from an awarded contract.

Materials in Solid Waste – Material found in the various components of the solid waste stream. General, solid waste has several components, such as municipal solid waste (MSW), construction and demolition debris (C&D), and nonhazardous industrial waste. Under RCRA Section 6002, EPA considers materials recovered from any component of the solid waste stream when designating items containing Recovered Materials.

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

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

Must – Denotes that which is a mandatory requirement.

Net Purchases - means the total gross purchases, less credits, taxes, regulatory fees and separately stated shipping charges not included in unit prices, made by Intrastate Cooperative Purchasing Participants, regardless of whether or not **NJSTART** is used as part of the purchase process.

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

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

Non-Public Data - means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Percentage Discount or Markup - The percentage bid applied as a Markup or a Discount to a firm, fixed price contained within a price list/catalog.

Performance Security - means a guarantee, executed subsequent to award, in a form acceptable to the Division, that the successful bidder will complete the contract as agreed and that the State will be protected from loss in the event the contractor fails to complete the contract as agreed.

Personal Data means –

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

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

Personally Identifiable Information or PII - as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth,

mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

Post-Consumer Material – Material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-Consumer Materials are part of the broader category of Recovered Materials.

Pre-Consumer Material – Materials generated in manufacturing and converting processes, such as manufacturing scrap and trimmings/cuttings.

Price List/Catalog – A document published by a manufacturer, resellers, Dealers, or Distributors that typically contains product descriptions, a list of products with fixed prices to which a Bidder's percentage discount or markup bid is applied.

Procurement Bureau (Bureau) – The Division unit responsible for the preparation, advertisement, and issuance of Bid Solicitations, for the tabulation of Quotes and for recommending award(s) of Contract(s) to the Director and the Deputy Director.

Engagement – The undertakings or services that are the subject of this Mini-bid.

Protected Health Information or PHI - has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv), employment records held by a covered entity in its role as employer, and regarding a person who has been deceased for more than 50 years. The term "Individually Identifiable Health Information" has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Purchases - means the total gross purchases, less credits, taxes, regulatory fees and separately stated shipping charges not included in unit prices, made regardless of whether or not NJSTART is used as part of the purchase process.

Quasi-State Agency - is any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member, as defined in N.J.S.A. 52:27B-56.1, provided that any sale to any such bi-state governmental entity is for use solely within the State of New Jersey.

Quick Reference Guides (QRGs) – Informational documents which provide Vendors with step-by-step instructions to navigate the NJSTART eProcurement System. QRGs are available on the [NJSTART Vendor Support Page](#).

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

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

Recovered Material – Waste material and byproduct that have been recovered or diverted from solid waste, but does not include materials and byproducts generated from, and commonly reused within, an original manufacturing process.

Recycling – The series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of new products other than fuel for producing heat or power by combustion.

Recyclability – The ability of a product or material to be recovered from, or otherwise diverted from, the solid waste stream for the purpose of recycling.

Request For Quotes (RFQ) – This series of documents, which establish the bidding and contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the RFQ, State of NJ Standard Terms and Conditions (SSTC), price schedule, attachments, and Bid Amendments.

Retainage – The amount withheld from the Contractor 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 Bidder's Quote.

RMAN – Recovered Materials Advisory Notices provide purchasing guidance and recommendations for Recovered and Post-Consumer Material content levels for designated items.

Security Incident - means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State's unencrypted Personal Data or Non-Public Data within the possession or control of the Provider. A Security Incident may or may not turn into a Breach of Security.

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

Shall – Denotes that which is a mandatory requirement.

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

Small Business – Pursuant to N.J.S.A. 52:32-19, N.J.A.C. 17:13-1.2, and N.J.A.C. 17:13-2.1, "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 six (6) 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 121.201, 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.

Software - means, without limitation, computer programs, source codes, routines, or subroutines supplied by Provider, including operating software, programming aids, application programs, application programming interfaces and software

products, and includes COTS, unless the context indicates otherwise.

Software as a Service or SaaS - means the capability provided to a purchaser to use the Provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The purchaser does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

State – The State of New Jersey.

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

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

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

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

State Price Sheet or State-Supplied Price Sheet – the bidding document created by the State and attached to this Mini-Bid on which the Bidder submits its Quote pricing as is referenced and described in the Mini-Bid.

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

Subcontractor – An entity having an arrangement with a Contractor, whereby the Contractor uses the products and/or services of that entity to fulfill some of its obligations under its State Contract, while retaining full responsibility for the performance of all Contractor's obligations under the Contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Contractor.

Task – A discrete unit of work to be performed.

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

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

US CERT – United States Computer Emergency Readiness Team.

USEPA – United States Environmental Protection Agency

Using Agency[ies] – A State department or agency, a quasi-State governmental entity, or an Intrastate Cooperative Purchasing participant, authorized to purchase products and/or services under a Contract procured by the Division.

Vendor – Either the Bidder or the Contractor.

Vendor Intellectual Property – Any intellectual property that is owned by Contractor and contained in or necessary for the use of the Deliverables or which the Contractor makes available for the State to use as part of the work under the Contract. Vendor Intellectual Property includes COTS or Customized Software owned by Contractor, Contractor's technical documentation, and derivative works and compilations of any Vendor Intellectual Property.

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



State of New Jersey
DEPARTMENT OF HEALTH
OFFICE OF EMERGENCY MEDICAL SERVICES
PO BOX 360
TRENTON, N.J. 08625-0360
www.nj.gov/health

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

KAITLAN BASTON, MD, MSc, DFASAM
Acting Commissioner

To: All Interested Bidders

**Re: Organizational Assessment & Strategic Planning Services Mini-Bid
Mini-Bid for M4010 Business and IT Consulting and Advisory Services**

Current Quote Submission Due Date: February 2, 2024 (2:00 p.m. Eastern Time)

NEW Quote Submission Due Date: February 7, 2024 (2:00 p.m. Eastern Time)

Bid Amendment #1

The following constitutes Bid Amendment #1 to the above referenced Mini-Bid Engagement:

- Question and Answer (Q&A) period has closed with 14 public questions received; certain questions provided by the State are answered for convenience;
- Section 4.0 *Scope of Work* has been revised in response to Q&A;
- Section 9.2 *Definitions* has been revised in response to Q&A;
- Quote Submission due date has been extended to February 7, 2024.

#	Bid Solicitation/Request for Quotes Section Reference	Question (Bolded) and Answer
1	PDF Documents	When trying to open a Portable Document Format (PDF), I am receiving an error message and am unable to access the PDF. How should I proceed? It is recommended that users utilize Microsoft Edge to view PDFs. Certain PDF forms cannot be opened in the Chrome or Firefox built in PDF viewers that are enabled by default. If using Chrome or Firefox it is recommended that the file is downloaded instead by clicking the download button in the upper right-hand corner of the browser after an error message is received. An alternative option is to disable the built in PDF viewers in Chrome or Firefox.
2	Quote Submission	Should I check that I have properly completed and attached all of the required documents with my submitted Quote? Yes. Prior to the Quote Opening Deadline, a Bidder should review the documents comprising the submitted Quote to ensure that all of the required documents have been completed and attached. Oftentimes a Quote is deemed non-responsive because a Bidder fails to attach a required form or attaches a blank form.
3	Quote Submission	Please confirm a Bidder may deliver a hardcopy quote instead of submitting a response electronically.

#	Bid Solicitation/Request for Quotes Section Reference	Question (Bolded) and Answer
		Please be advised that all Quotes shall be submitted electronically via email to centralprocurement@doh.nj.gov .
4	General	Would NJDOH consider extending the proposal due date to allow respondents more time to review the Department's answers to questions? The Quote submission due date has been extended to February 7, 2024. Quote due dates reflect NJDOH operational priorities, in addition to funding deadlines.
5	General	Has NJDOH started preliminary work to prepare for this project? And if so, has another vendor been assisting with this work? This work began in January 2019, but much of the preliminary work (such as the first series of focus groups) was suspended due to the COVID-19 pandemic. NJDOH has foundational data, documents from the early engagements with a previous Contractor, and insight that can be expanded upon to assist in enabling a quick start.
6	General	We understand that NJDOH may choose to draw upon the Contractor's work product for facts to support the Department's own communications to external stakeholders. Will NJDOH please confirm that the Contractor's work product is itself meant to be Deliberative and Consultative, for use by NJDOH, and is not being developed specifically for public dissemination? For your reference, NJDOH's response to this question on the recent Long-Term Care bid follows: "NJDOH confirms that the content is meant to be deliberative and consultative and not developed specifically for public dissemination. However, depending on the results of the work product, NJDOH cannot whether certain elements of the work product will be subject to public disclosure as a result of the Open Public Records Act (OPRA). "The Bidder is further advised that its Quote is subject to public disclosure resulting from OPRA requests, excluding valid requests pursuant to Mini-Bid Engagement Section 3.7.1 <i>Confidentiality/Commitment to Defend.</i>" The majority of the work completed as part of this Engagement is meant to be deliverable and consultative. However, in keeping with the Public Health Accreditation Board standards and recommendations, the Strategic Plan will be shared publicly.
7	Section 3.14(D) <i>Resumes</i>	Could NJDOH confirm that references are required for each proposed individual or for the firm's relevant prior work? Section 3.14 <i>Resumes</i> pertains to individuals' (management, supervisory, and key personnel) experience, not the firm itself. 3.14(D) specifically pertains to references related to prior work for the individuals.
8	Section 3.7 <i>Quote Content</i>	Could NJDOH please confirm that the Department would like respondents to submit our technical quote and state price sheet as two separate attachments?

#	Bid Solicitation/Request for Quotes Section Reference	Question (Bolded) and Answer
		The Bidder may submit as either separate attachments or within the same attachment, but if in the same attachment it is requested that it be organized in a clear manner for ease of review.
9	Section 3.16 <i>State-Supplied Price Sheet Instructions</i>	Is \$5M NJDOH's anticipated budget for this project? If not, could NJDOH please share the Department's anticipated budget for this work? The State is a careful steward of public funds. Quotes for this initiative shall not exceed a total of \$5,000,000.
10	Section 3.16 <i>State-Supplied Price Sheet Instructions</i>	It is understood that schedule, resource, and cost synergies can be realized through performing the Final Organizational Assessment Report and Final Strategic Plan (the "Deliverables") concurrently with an integrated leadership team and shared tools and knowledge. Can the NJDOH confirm that it intends to award both deliverables to a single contractor, and as such, pricing for each deliverable should reflect the expected synergies and cost savings to NJDOH assuming both deliverables are undertaken by the same contractor? The State intends to award the entire Engagement to a single Contractor.
11	Section 4 <i>Scope of Work</i>	Could NJDOH please share the factors driving the 90-day timeline for completion of this work? Is NJDOH open to vendors proposing alternative timelines for the completion of the entire scope of work? The primary drivers of the 90-day timeline are the current timing of funding expiration, and the goal to begin implementing recommended changes along with the new State fiscal year. At this time the maximum deliverable timeline will remain at 90 days. In the event the State receives an extension to its funding expiration, the State and Contractor may mutually agree in writing to an extension of the deliverable timeline. Section 4 <i>Scope of Work</i> has been revised to reflect this.
12	Section 4 <i>Scope of Work</i>	State-run psychiatric hospitals introduce fundamentally different challenges to an organizational assessment and/or strategic planning process which, if included in the scope of this project, could consumer a considerable share of project resources. Is it reasonable for the contractor to assume that state-run psychiatric hospitals are not included in the scope of either deliverable, apart from any potential changes in oversight responsibilities for the state-run hospitals among the NJDOH top team? State-run psychiatric hospitals are <u>not</u> included in the Scope of Work. Section 4 <i>Scope of Work</i> has been revised to reflect this.
13	Section 4.2.1 <i>Organizational Assessment Report & Section 4.2.2 Strategic Plan</i>	Does NJDOH want input from key external stakeholders for the Organizational Assessment and/or the Strategic Plan? Yes, if time permits.

#	Bid Solicitation/Request for Quotes Section Reference	Question (Bolded) and Answer
14	Section 5.1 <i>Engagement Term and Extension Option</i>	Can the NJDOH please confirm that the maximum potential period of performance is 18 months (6+12)? The base term of the Engagement is a maximum of six (6) months for internal administrative purposes only. As described in Section 4 Scope of Work, all deliverables are due within 90 days of Engagement award. An additional extension term of one (1) year is available upon mutual agreement of the Contractor and State should unforeseen circumstances necessitate it, though the State does not intend to utilize it at this time.
15	Section 6.5(G) <i>Privacy</i>	Can NJ DOH revise Section 6.5(G) of the Mini-Bid to the following in quotations? “Data Breach: In the event of any actual, ~~probable~~ or reasonably ~~suspected~~ ~~believed~~ Breach of Security, ~~or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any Personal Data,~~ Contractor shall: (a) immediately notify the State of such Breach of Security, but in no event later than 24 hours after learning of such security breach; (b) ~~designate a single individual employed by Contractor who shall~~ be available to the State 24 hours per day, seven (7) days per week ~~as a contact~~ regarding Contractor’s obligations under Mini-Bid Section 6.11 - Incident Response; (c) not provide any other notification or provide any disclosure to the public regarding such Breach of Security without the prior written consent of the State, unless required to provide such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case Contractor shall consult with the State and reasonably cooperate with the State to prevent any notification or disclosure concerning any ~~Personal Data or~~ Breach of Security); (d) assist the State in investigating, remedying and taking any other action the State deems necessary regarding any Breach of Security and any dispute, inquiry, or claim that concerns the Breach of Security; (e) follow all instructions provided by the State relating to the Personal Data affected or potentially affected by the Breach of Security; (f) take such actions as necessary to prevent future Breaches of Security; and (g) unless prohibited by an applicable statute or court order, notify the State of any third party legal process relating to any Breach of Security including, at a minimum, any legal process initiated by any governmental entity (foreign or domestic).” Explanation: The revisions seek to comport with what has been agreed upon in the awarded Contracts of M4010 Business and IT Consulting and Advisory Services, and to remove any redundancies/conflicting language to that outlined therein. Participating Addendums (PAs) previously agreed to between the State and Contractor as part of the M4010 Business and IT Consulting and Advisory Services may contain independently negotiated terms and conditions not included in the PAs of other awarded Contractors. As such, there is a possibility of conflicting language between the Mini-Bid, the PA, or other contractual documents. PA Section 1.2 states, “[i]n the event of any conflict between the terms of the documents comprising the Agreement, the conflict shall be resolved by giving priority to the documents in the order listed above... [t]he Parties expressly acknowledge and

#	Bid Solicitation/Request for Quotes Section Reference	Question (Bolded) and Answer
		agree that any provisions establishing a different order of precedence within the documents set forth in Paragraph 2 above, or any amendments thereto, shall have no effect.” With PA Section 1.2 establishing PA precedence over the Mini-Bid, any conflicts between the PA and the Mini-Bid shall defer to the PA and as such no revision to the Mini-Bid is required in this respect.
16	Section 6.5(l) <i>Privacy</i>	Can the NJDOH revise Section 6.5(l) of the Mini-Bid to the following in quotations? “End of Engagement Data Handling: Upon termination/expiration of this Engagement the Contractor shall first return all State Data to the State in a usable format as defined in the Engagement, or in an open standards machine-readable format if not, provided that Contractor may retain such State Confidential Information only as required by applicable law, regulation, records retention obligations herein, or documented professional archival policy or as otherwise authorized or instructed by the State. Any State Confidential Information so retained shall at all times remain subject to the terms and conditions of the Contract, including with respect to confidentiality, security and nondisclosure. Except as provided above, t~~The~~ Contractor shall then erase, destroy, and render unreadable all Contractor back up copies of State Data according to the standards enumerated in accordance with the State’s most recent Media Protection policy, https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf; and certify in writing that these actions have been completed within 30 calendar days after the termination/expiration of the Engagement or within seven (7) business days of the request of an agent of the State whichever should come first.” Explanation: The revisions seek to comport with what has been agreed upon in the awarded Contracts of M4010 Business and IT Consulting and Advisory Services, and to avoid any conflicts with the terms therein. See response to question #15.
17	Section 9.2 <i>Definitions</i>	Can NJDOH update the definition of “Protected Health Information” on page 22 of the Mini-Bid to the following in quotations? “Protected Health Information or PHI – has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv), ~~and~~ employment records held by a covered entity in its role as employer, and regarding a person who has been deceased for more than 50 years. The term “Individually Identifiable Health Information” has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental

#	Bid Solicitation/Request for Quotes Section Reference	Question (Bolded) and Answer
		health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.” Explanation: The revisions seek to comport with the definition of Protected Health Information in 45 CFR § 160.103. Section 9.2 <i>Definitions</i> has been revised as requested.

It is the sole responsibility of the Bidder to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the Mini-Bid, as set forth in all Bid Amendments.

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

**STATE OF NEW JERSEY
PARTICIPATING ADDENDUM**

**Pursuant to
NCPA Contract for
Business and IT Consulting and Advisory Services (2020 – 2023)
[Region 14 ESC Contract Ref. No 11-62 Solicitation #41-20]**

This New Jersey Participating Addendum is made by and between, The Boston Consulting Group, Inc., whose address is 200 Pier Four Boulevard, Boston, MA 02210 (“Contractor”), and the State of New Jersey, Department of the Treasury, Division of Purchase and Property (“State”) whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625, on behalf of the State of New Jersey, and all “Authorized Purchasers”, as defined in Section 5.0 of this New Jersey Participating Addendum. For clarification of references throughout this document, the term “State,” in any form, refers to the State and any Authorized Purchaser, unless otherwise indicated. Capitalized terms used but not defined shall have the meaning ascribed to them in the Master Agreement.

WHEREAS, pursuant to N.J.S.A. 52:34-6.2, the Director of the Division of Purchase and Property (“Director”), within the New Jersey Department of the Treasury (“Division”) “may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services;” and

WHEREAS, the National Cooperative Purchasing Alliance, as administrative agent for Texas Region 14 Educational Service Center (“Lead Entity”) and Contractor have entered into Contract #11-62 (the “Master Agreement”), which may be found at the following URL: <https://www.ncpa.us/Vendors/The%20Boston%20Consulting%20Group>, awarded in accordance with the Solicitation for Business and IT Consulting and Advisory Services, Solicitation #41-20 (the “Solicitation”); and

WHEREAS, the Director has determined that entering into a Participating Addendum with Contractor is the most cost-effective method of procuring these products and services, and that it is in the best interest of the State to enter into a Participating Addendum with Contractor; and

WHEREAS, it is understood by all Parties that the State will be entering into Participating Addendums with Contractors on a staggered basis, and as such, the State reserves the right to begin utilizing the initial contract(s) prior to the formation of a complete pool of contractors; and

WHEREAS, Contractor acknowledges this New Jersey Participating Addendum does not grant Contractor exclusivity in providing these services and agrees that notwithstanding its entrance into this New Jersey Participating Addendum with the State, the State may select other contractors to provide services available under this contract before selecting the Contractor and there is no guarantee that Contractor will be utilized to provide any services under this New Jersey Participating Addendum; and

WHEREAS, the Contractor and State (“Parties”) seek to enter into this New Jersey Participating Addendum to memorialize the terms of their contractual relationship;

NOW THEREFORE, for good and valuable consideration, receipt of which hereby acknowledged, the Parties to this New Jersey Participating Addendum hereby agree as follows:

1.0 Term and Extension Option; Order of Precedence; Entire Agreement:

1. The term of this New Jersey Participating Addendum shall be effective from the Effective Date, which shall be the date of the last signature below, and shall continue for a period ending on the Termination Date of the Master Agreement or when this New Jersey Participating Addendum is terminated in accordance with the Master Agreement or this New Jersey Participating Addendum, whichever shall occur first. Notwithstanding anything to the contrary contained in the Master Agreement, the State reserves the right, in its sole discretion, to extend this New Jersey Participating Addendum upon an extension of the Master Agreement under the same terms and conditions as stated in this New Jersey Participating Addendum. There shall be no automatic renewals of the New Jersey Participating Addendum. For additional clarity, this New Jersey Participating Addendum may not be extended beyond the termination date of the Master Agreement.
2. The entire agreement, and all rights and obligations between the Parties, shall consist of the following documents (which shall be collectively referred to as the “Agreement”):
 - a. This New Jersey Participating Addendum;
 - b. The State of New Jersey Standard Terms and Conditions and its Exhibits (Attachment A) and the Software as a Service (“SaaS”) Supplement (“Supplement”) (Attachment B);
 - c. The Master Agreement, including its attachments and exhibits, as applicable, (Attachment C);
 - d. The Solicitation (Attachment D);
 - e. The Contractor’s response to the Solicitation, as revised (if permitted) and accepted by the Lead Entity (Attachment E); and
 - f. “Order-Specific Documents”, in the following order:
 1. Agency scope of work for Engagement;
 2. Contractor-supplied scope of work as applicable;
 3. Written approval for the Engagement from the State Contract Manager;
 4. A Purchase Order issued by an Authorized Purchaser against the New Jersey Participating Addendum.

The documents comprising the Agreement shall be read to be consistent and complimentary. In the event of any conflict between the terms of the documents comprising the Agreement, the conflict shall be resolved by giving priority to the documents in the order listed above; notwithstanding the above, items under the same subheading will have an order of precedence ordered as numbered above. The Parties expressly acknowledge and agree that any provisions establishing a different order of precedence within the documents set forth in Paragraph 2 above, or any amendments thereto, shall have no effect. It is understood and agreed that the Software as a Service (“SaaS”) Supplement (“Supplement”), incorporated herein as part of Attachment A, may not apply to a particular Engagement, as that term is defined herein, as determined by the Authorized Purchaser in its sole discretion, during the Mini-Bid, as set forth in the Method of Operation.

3. The Agreement sets forth the entire agreement between the Parties and supersedes all previous communications, representations or agreements, whether oral or written, with respect to the

subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this New Jersey Participating Addendum and the Master Agreement, shall not be added to or incorporated into this New Jersey Participating Addendum or the Master Agreement by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The State will follow the procedures set forth in the Method of Operation to competitively retain a Contractor for each Engagement. The State reserves the right to disqualify the Contractor from Engagements deemed to be a conflict of interest due to Contractor's work under this contract, or other State contracts.

4. Amendments – This New Jersey Participating Addendum may not be amended except in a writing signed by both Parties. In the event that Contractor presents terms and conditions, by way of software license agreement, service level agreement, Statement of Work, or similar document, in response to an order by an Authorized Purchaser, through any medium whatsoever, that have not been previously accepted by the Division as part of this New Jersey Participating Addendum, or as an amendment to this New Jersey Participating Addendum, are expressly rejected and shall not become part of the New Jersey Participating Addendum.

2.0 Scope of Services:

1. The scope of Products and Services that may be procured by Authorized Purchasers defined in Section 5.0(1) of this New Jersey Participating Addendum ("State Agencies") shall be those Products and Service offered by the Contractor in its response to the Solicitation and awarded under the Master Agreement, as detailed in Section 2.0(3) below, subject to restrictions set forth below in Section 4.0 of this New Jersey Participating Addendum, , so long as those amendments do not conflict with the terms and conditions of this New Jersey Participating Addendum.
2. The scope of Products and Services that may be procured by Authorized Purchasers defined in Section 5.0(2)-(5) of this New Jersey Participating Addendum (Cooperative Purchasing Program Participants) shall be those Products and Service offered by the Contractor in its response to the Solicitation and awarded under the Master Agreement, as detailed in Section 2.0(3) below, subject to and in accordance with the Authorized Purchasers' applicable rules, regulations, and statutes.
3. The following Products and Services offered by the Contractor under the Master Agreement may be procured under this New Jersey Participating Addendum as the main purpose or principal task (i.e. "Primary Engagement Objectives"):
 - a. LIST OF ALLOWABLE PRIMARY ENGAGEMENT OBJECTIVES
 - i. Business Process Reengineering
 - ii. Data Analytics Consulting Services
 - iii. Data and Digital Platform
 - iv. Data Strategy and Transformation
 - v. Digital Ecosystems
 - vi. Internet of Things
 - vii. Service Digitization Assessment and Consulting Services
 - viii. Technology Strategy and Consulting
 - ix. Business Advisory and Support

- x. Consultation Services
 - xi. Digital, Data, and AI strategy
 - xii. Growth and Innovation
 - xiii. Research and Analysis
 - xiv. Strategic Planning
 - xv. Vision, Mission, and Purpose
 - xvi. Agile at Scale
 - xvii. Customized Training
 - xviii. Digital Support Functions
 - xix. Leadership Development and Coaching Services
 - xx. Organizational Change Management
 - xxi. Organizational Design
 - xxii. People Strategy
 - xxiii. Succession and Transition Planning
 - xxiv. Business Process Improvement
 - xxv. Digital Supply Chain
 - xxvi. Manufacturing and Supply Chain
 - xxvii. Procurement
 - xxviii. Service Operations
 - xxix. CFO Support
 - xxx. Resource Capacity Modeling and Planning
 - xxxi. Risk Analysis and Management
 - xxxii. Customer/Citizen Experience Design
 - xxxiii. Customer Demand and Innovation
 - xxxiv. Customer Journey at Scale
 - xxxv. New Business Model
 - xxxvi. Pricing
 - xxxvii. Customer Insights
 - xxxviii. Economic Advantage of States
 - xxxix. Trade Issues and Geopolitics
 - xl. Biodiversity, Ecosystem Services, and Habitat Conservation
 - xli. Circular Economy and Waste Management
 - xl. Climate Change Mitigation and Adaptation
 - xl. Impact Measurement and Diligence
 - xl. Sustainable Investing Strategy
 - xl. Sustainable Sourcing, Production, and Consumption
4. Contractor shall demonstrate to the Authorized Purchaser that each Product or Service included in an order is within the scope of the Master Agreement as awarded by the Lead Entity and not prohibited by the restrictions set forth in this New Jersey Participating Addendum, or for Authorized Purchasers defined in Section 5.01(2)-(5), such Authorized Purchaser's applicable rules, regulations, and statutes.
5. In order to be able to complete the services within the agreed timeframe and budget and to fulfill its responsibilities on a timely basis, Contractor will rely on the Authorized Purchaser's timely cooperation, including making available relevant data, information and personnel, performing any tasks or responsibilities assigned to the Authorized Purchaser and notifying Contractor of any issues or concerns the Authorized Purchaser or State may have relating to the services. Contractor shall make all requests for cooperation in writing

to the Authorized Purchaser during the course of the services, priorities may shift or unexpected events may occur which may necessitate changes to the services. In this event, the Authorized Purchaser and Contractor will jointly discuss the anticipated impact on the services and agree on any appropriate adjustments, including to the scope of work, timeframe and budget.

6. As stated in the State of New Jersey Standard Terms and Conditions Section 5.4, any changes or modifications to the terms of the Agreement shall be valid only when they have been reduced to writing and signed by the Contractor and the Director. For purposes of this paragraph only, changes to "Order-Specific Documents" regarding a specific Engagement may be authorized in writing by the Authorized Purchasers defined in Section 5.01(2)-(5), rather than the Director.
7. Notwithstanding anything to the contrary in any of the documents comprising the Agreement, Engagements shall not automatically renew.
8. The Contractor and the State agree that it the State's intent to enter into a Participating Addendum with multiple contractors awarded contracts under the Master Agreement, creating a pool of available contractors for the subject services.
9. Pricing shall not exceed the rates set forth in the Contractor's response to the Solicitation and awarded under the Master Agreement. If a Contractor submits lower pricing in response to an Engagement Mini-Bid, that pricing will become the Contractor's new pricing for that Engagement only. The Contractor's pricing will automatically revert back to the original pricing for subsequent Engagements.
10. The State reserves the right to separately procure services that may fall under the Master Agreement, at its sole discretion, through a separate solicitation.
11. The State or an Authorized Purchaser shall provide Contractor with written notice of acceptance or defective work product within ninety (90) days of delivery of tasks, work product, deliverables, or similar milestones, as set forth in the Authorized Purchasers' Scope of Work for the Engagement.
12. The State reserves the right to reduce or limit the scope of allowable services above that are authorized by the Master Agreement. Furthermore, the Parties agree that services not within the scope of the Master Agreement shall not be provided under this New Jersey Participating Addendum.

3.0 Reporting and Supplier Convenience Fee

- A. Quarterly Sales Reporting - The Contractor shall submit a Sales Report documenting all sales made under the New Jersey Participating Addendum. The Sales Report shall be submitted directly to Periscope Holdings, Inc. (Periscope) using the **NJSTART** system no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report must contain the following information:
 - Complete and accurate details of all sales, credits, returns, refunds, and the like for

the reporting quarter;

- Purchasing entity;
- Total of Supplier Convenience Fee amount due for the reporting quarter;
- Such other information as the State may reasonably request; and
- If no sales were made to the State during the reporting quarter, then a report shall be submitted showing zero sales and zero Supplier Convenience Fee due.

Quarterly Sales Reporting and remittance of the Supplier Convenience Fee shall begin on the first calendar quarter starting after the Effective Date of the New Jersey Participating Addendum.

- B. Supplier Convenience Fee - For all Purchases made under the New Jersey Participating Addendum that have been invoiced, the Contractor shall remit the Supplier Convenience Fee in the amount of one percent (1%) of all Purchases to Periscope.
- C. Remittance of the Supplier Convenience Fee - On a quarterly basis, the Contractor shall remit the Supplier Convenience Fee directly to Periscope no later than thirty (30) days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. Failure to remit the Supplier Convenience Fee timely and accurately may result in Contractor's goods and/or services being made ineligible for purchase through the **NJSTART** Marketplace.
- D. Catalog Enablement - The Contractor shall cooperate with the State and/or Periscope as requested to upload catalog items and pricing consistent with the awarded New Jersey Participating Addendum to the **NJSTART** Marketplace module within thirty days (30) of the New Jersey Participating Addendum award.
- E. Retention and Inspection of Records and Audit - The Contractor shall keep records of all sales made to Authorized Purchasers in sufficient detail to enable the State to determine the Supplier Convenience Fee payable by the Contractor. The State and/or Periscope may examine and audit, at its own expense, Contractor's sales records and Sales Reports that relate to this Contract, for completeness and accuracy. If such examination reveals underpayment of the Supplier Convenience Fee, the Contractor shall immediately pay to Periscope the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State and/or Periscope for the cost of the audit.

3.1 NCPA Administration Agreement Reporting

The Contractor shall deliver a copy of the detailed sales data reports described in the NCPA Administration Agreement, section titled Fees and Reporting, to the Procurement Specialist within ten (10) days of providing the Reports to the Lead Entity.

4.0 Restrictions

1. The Contractor is prohibited from providing the following services as Primary engagement Objectives under this New Jersey Participating Addendum; provided, however, Contractor may provide such a service if it is ancillary to such a Primary Engagement Objective under Section 2.0(3):
 - a. AI at Scale
 - b. IT Assessments
 - c. Software Asset Management

- d. Software Portfolio Management
- e. Build operate transfer (Digital Skill Builder)
- f. Implementation Oversight
- g. Program Management Services
- h. Program Management Oversight
- i. Design, Engineer, Build
- j. Industry 4.0
- k. Marketing
- l. Personalization and Digital Marketing
- m. Sales (including next generation sales)
- n. Value Added Products and Services

Additional restrictions may be included in the State's Method of Operation, as amended from time to time, subject to the discretion of the State Contract Manager.

2. Financing, leasing, and renting is not permitted under this New Jersey Participating Addendum for State agencies. Authorized Purchasers, as defined in Section 5.0(2)-(5) may finance their purchase, if permitted under applicable law. If financing is through a lease agreement, that agreement is separate from this New Jersey Participating Addendum and is between the Contractor and the respective Authorized Purchaser only.

5.0 Authorized Purchasers:

"Authorized Purchasers" under this New Jersey Participating Addendum shall mean the State Agencies (as defined at 5.0(1) and its "Cooperative Purchasing Program Participants" (as defined at 5.0(2) – 5.0(5)):

1. Any government agency, department, office, instrumentality, division, unit or other entity of the Executive Branch of the State ("State Agencies").
2. Quasi-State Agencies - A "Quasi-State Agency" is any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member, as defined in N.J.S.A. 52:27B-56.1, provided that any sale to any such bi-state governmental entity is for use solely within the State of New Jersey.
3. Political Subdivisions, Volunteer Fire Departments And First Aid Squads, And Independent Institutions Of Higher Education - Counties, municipalities and school districts as defined in N.J.S.A. 52:25-16.1., volunteer fire departments, volunteer first aid squads and rescue squads as defined in N.J.S.A. 52:25-16.2, independent institutions of higher education as defined in N.J.S.A. 52:25-16.5, provided that each purchase by the independent institution of higher education shall have a minimum cost of \$500. The extension to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education must be under the same terms and conditions, including price, applicable to the State.
4. State Colleges –in accordance with N.J.S.A. 18A:64-60.
5. County Colleges - in accordance with N.J.S.A. 18A:64A- 25.9.

Cooperative Purchasing Program Participants who are Authorized Purchasers as defined in Section 5.0(2)-(5) are responsible for the full cost of their purchases. The State Agencies as defined in Section 5.0(1) are responsible for the full cost of their purchases.

The State is extending use of this Agreement to Cooperative Purchasing Program Participants, as defined in this Section 5.0(2)-(5). The State makes no representation as to the acceptability of any terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

6.0 Modified Original Master Agreement Terms

- A. Notwithstanding anything to the contrary in the Agreement, the State will not defend, indemnify, and/or hold harmless the Contractor and any such provision in the Agreement shall be of no force and effect. The State of New Jersey's obligations under the Agreement are subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.). The State's obligation to make payment under the Agreement is subject to appropriation by the State Legislature and the availability of funds.
- B. Notwithstanding anything to the contrary in the Master Agreement or Contractor's Response, the State shall not be responsible for the Contractor's attorney fees and/or expenses.
- C. To the extent the documents comprising the Agreement include payment terms that are inconsistent with the Prompt Payment Act (N.J.S.A. 52:32-32 et seq.), those terms are hereby revised to conform to Section 6.5, New Jersey Prompt Payment Act, of the State of New Jersey Standard Terms and Conditions. All payments due from the State or other Authorized Purchasers shall be made in accordance with the Prompt Payment Act and State of New Jersey Standard Terms and Conditions Section 6.5, New Jersey Prompt Payment Act, which requires State agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later.
- D. To the extent any documents comprising the Agreement give the Contractor sole control over defense and/or settlement of claims against the State, those provisions are hereby deleted. In lieu thereof, the State agrees to: (1) promptly notify Contractor in writing of the claim; and (2) provide reasonable assistance to Contractor in defending or settling the claim, including the selection of attorneys. The Contractor agrees that: (1) the State must consent to any settlement of an alleged claim, which consent shall not be unreasonably withheld; (2) the State may observe the proceeding and confer with Contractor at its own expense; and (3) the State retains the right to take over its defense, at its own cost, upon reasonable notice to Contractor.
- E. To the extent the documents comprising the Agreement contain provisions requiring the State keep certain records or documents confidential, those provisions are modified to conform to Section 5.23 of the State of New Jersey Standard Terms and Conditions. .

- F. To the extent the documents comprising the Agreement require the State to pay taxes, fines, penalties, assessments, governmental charges and/or related costs and fees, those provisions are deleted.
- G. Tab 1 – Master Agreement General Terms and Conditions, “Miscellaneous” is hereby deleted and replaced by Section 5.7 of the State of New Jersey Standard Terms and Conditions.
- H. Tab 1 – Master Agreement General Terms and Conditions, Force Majeure, Seventeenth Bullet Point regarding force majeure is deleted in its entirety and replaced with the following:

(a) General. Subject to subsection (b) below, no Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused by a Force Majeure Event.

(b) Duration and Notification. If the Party claiming the benefit of the Force Majeure Event (the “Non-Performing Party”) is not at fault for the default or delay in the performance of its obligations under this Agreement in accordance with subsection (a) above due to a Force Majeure Event, then the Non-Performing Party shall be excused from performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use all commercially reasonable efforts to recommence performance or observance whenever and to whatever extent reasonably possible without delay. Any Party so prevented, hindered or delayed in its further performance shall, as quickly as practicable under the circumstances, notify the Party to whom performance is due by telephone (and use commercially reasonable efforts to confirm in writing within one (1) day of the inception of such delay) and describe at a reasonable level of detail the circumstances of the Force Majeure Event, the steps being taken to address such Force Majeure Event and the expected duration of such Force Majeure Event.

(c) “Force Majeure Event” means: (a) fire, flood, earthquake, pandemics, elements of nature or acts of God; (b) wars (declared and undeclared), acts of terrorism, sabotage, riots, civil disorders, rebellions or revolutions; or (c) acts of any Federal, State, County, or Municipal Government with respect to any of the foregoing, except, in each case, to the extent that the non-performing Party is at fault in failing to take reasonable precautions to prevent or causing such default or delay, and provided that such default or delay cannot reasonably be circumvented by the non-performing Party through the use of reasonable alternate sources, work-around plans or other means, including, implementing a continuity plans and/or recovering under its insurance policies. Notwithstanding the foregoing, “Force Majeure Event” expressly excludes: (y) a strike, walkout, lockout, labor shortage or labor dispute involving Contractor or its Subcontractors and (z) any non-performance of a Subcontractor regardless of cause except for a Force Majeure Event affecting such Subcontractor.

6.1 Modifications to Contractor’s Response

- A. Tab 2 – NCPA Administration Agreement, General Provisions, Third Bullet Point regarding attorney’s fees and costs, is deleted in its entirety.
- B. BCG Exceptions to the RFP for Business and IT Consulting and Advisory Services
 - a. Limitation of Liability – The State of New Jersey does not accept either instance of BCG’s insertion of terms concerning a Limitation of Liability. The Limitation of Liability applicable to this Agreement shall be as stated in the New Jersey Participating Addendum.
 - b. **Open Records Policy – For the avoidance of doubt, documents comprising this Agreement are subject to the New Jersey Public Records Act, N.J.S.A. 47:1A-1 et seq., (“OPRA”), the New Jersey common law right to know (together with OPRA, the “Public Records Laws”), and any other lawful document request or subpoena. Section 5.23 of the State of New Jersey Standard Terms and Conditions shall control the State’s obligations with respect to any request for the Contractor’s confidential information. BCG’s exception entitled “Open Records Policy” is not accepted.**

7.0 Modifications to the State of New Jersey Standard Terms and Conditions

- 1. **INDEMNIFICATION, LIMITATION OF LIABILITY, AND INSURANCE** – Section 4 of the State of New Jersey Standard Terms and Conditions is deleted in its entirety and replaced with the following:

4.1 INDEMNIFICATION

- A. **CONTRACTOR RESPONSIBILITIES** - The Contractor’s liability to the State and its employees in third party suits shall be as follows:

- 1. The Contractor shall indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
 - i. For or on account of the loss of life, tangible property (not including lost or damaged data) or injury or damage to the person, body or property (not including lost or damaged data) of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under the contract or the order; and
 - ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance (“Intellectual Property Rights”) furnished or used in the performance of the contract; and
 - iii. For or on account of a Breach of Security resulting from Contractor’s breach of its obligation to encrypt Personal Data or otherwise prevent its release or misuse; and
 - iv. The Contractor’s indemnification and liability under Section 4.1(A)(1) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of the State of New Jersey Standard Terms and Conditions.

2. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may: (a) procure for the State the legal right to continue the use of the product; (b) replace or modify the product to provide a non-infringing product that is the functional equivalent; or in the event that Contractor cannot do (a) or (b), (c) refund the purchase price less a reasonable allowance for use that is agreed to by both Parties.
3. In the event of a claim or suit involving third-party Intellectual Property Rights, the State will (a) promptly notify Contractor in writing of the claim or suit; and (b) Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(A)(1); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
4. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State's unauthorized combination, operation, or use of a product supplied under this contract with any product, device, or software not supplied by Contractor; (2) the State's unauthorized alteration or modification of any product supplied under this contract; (3) the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update, use a new version of the product, or to make a change or modification to the product if requested in writing by Contractor.
5. Contractor will be relieved of its responsibilities under Subsection 4.1(A)(1)(i), (ii), and (iii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
6. This section states the entire obligation of Contractor and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.
7. The provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the contract or otherwise at law or equity, except as otherwise provided in Section 4.1 A. 5.
8. The Contractor agrees that any approval by the State or Authorized Purchaser of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Agreement.

9. The State of New Jersey will not indemnify, defend or hold harmless the Contractor. The State will not pay or reimburse for claims absent compliance with Section 4.1(B)(State Responsibilities) and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.

B. STATE RESPONSIBILITIES - Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Section 4.1(A)(1)(i), (ii), and (iii) which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims.

4.2 LIMITATION OF LIABILITY

- A. The Contractor's liability for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to, the contract for any and all third party claims, shall be limited in the aggregate to 200% of the fees paid by the Authorized Purchaser(s) during the previous twelve months to Contractor for the particular Engagement giving rise to such damages. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than \$100,000. This limitation of liability shall not apply to the following:
 - i. The Contractor's indemnification obligations as described in Section 4.1; and
 - ii. The Contractor's breach of its obligations of confidentiality and data protection as described in Section 9 of the New Jersey Participating Addendum.
- B. Notwithstanding the foregoing exclusions, where a Breach of Security is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release as reasonably determined by the State, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Breach of Security; (2) notifications to individuals, regulators, or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state or federal law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record, per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute for the public sector at the time of the Breach of Security; and (5) completing all corrective actions as reasonably determined by Contractor based on root cause of the Breach of Security.
- C. The Contractor shall not be liable for punitive, special, indirect, incidental, or consequential damages.

4.3 INSURANCE

- A. The Contractor shall secure and maintain in force for the term of the Contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company. The insurers or insurance brokers for the policies listed below are to provide 30 days' written notice of cancellation to the State of New Jersey at the address shown below. If the Contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the Contractor to

provide the same. Subsequent to execution of the Agreement, the Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The Contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the Contract number or purchase order number and title of the Contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at: ccau.certificate@treas.state.nj.us

B. The insurance to be provided by the Contractor shall be as follows:

- a. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage and \$2,000,000 general aggregate. The above required Commercial General Liability Insurance policy or its equivalent shall list the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by latest edition of the standard ISO CG 00 01 form or its equivalent currently in use in the State of New Jersey.
- b. Automobile Liability Insurance which shall be written to cover any hired and non-owned automobile used by the insured in connection with this Agreement. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per accident as a combined single limit. The State must be listed as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
 \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
 \$1,000,000 DISEASE EACH EMPLOYEE; and
 \$1,000,000 DISEASE AGGREGATE LIMIT.
- d. Professional Liability Insurance: The Contractor shall provide Professional Liability Insurance for claims arising out of any act, error, or omission by or on behalf of Contractor for which Contractor is legally responsible. The insurance shall be in the amount of \$2,000,000 per claim and in the aggregate. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, the new Professional Liability Insurance shall provide for retroactive coverage to the inception date of this Contract or earlier.
- e. Cyber Breach Insurance: Where State Data is being given to the Contractor or where Contractor has access to State Data, the Contractor shall carry Cyber Breach Insurance in the amount outlined below for claims arising out of any act, error or omission by or on behalf of Contractor for which Contractor is legally responsible. The insurance shall be in an amount of not less than

\$2,000,000 per claim and in the aggregate. The insurance shall at a minimum cover the following that results in a covered loss and for which Contractor is legally responsible: Data loss, ransomware and similar breaches to computers, servers and software; Protection against third-party claims; cost of notifying affected individuals whose personally identifiable information Contractor is legally responsible to protect from disclosure; cost of providing credit monitoring to affected individuals whose personally identifiable information Contractor is legally responsible to protect from disclosure, for up to one year; forensics; cost of public relations consultants costs of defending lawsuits; judgments and settlements, if insurable,; regulatory defense expenses and fines and penalties, if insurable.

Notwithstanding anything to the contrary herein, Contractor may meet the above insurance requirements via commercial insurance, self-insurance, or a combination of these options at Contractor's sole discretion. In addition, any combination of Primary, Umbrella, or Excess Liability policies may be used to meet any coverage or limits requirements listed above.

2. **TERMINATION OF CONTRACT** – In addition to the provisions of Section 5.7 of the State of New Jersey Standard Terms and Conditions,

(E.) The Contractor shall not have the right to terminate this New Jersey Participating Addendum. Any provisions in the Agreement regarding the Contractor's right to terminate or cancel the Agreement or the New Jersey Participating Addendum are superseded by and replaced in their entirety by this Section 5.7 of the State of New Jersey Standard Terms and Conditions.. However, this New Jersey Participating Addendum shall terminate on the termination or expiration date of the Master Agreement. In addition, in the event that an Authorized Purchaser violates its obligations under the Agreement, Contractor may refuse to accept or process orders from such Authorized Purchaser immediately upon written notice to the State and such Authorized Purchaser, until such time as Authorized Purchaser submits a plan to correct such violations satisfactory to Contractor, which approval will not be unreasonably withheld. Notwithstanding anything to the contrary, Contractor shall continue to process orders submitted by other Authorized Purchasers.

(F.) Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of termination.

(G.) The State may, for valid reason, issue a stop order directing the Contractor to suspend services for a specific time, however a suspension will not last longer than thirty (30) calendar days. The Contractor shall be paid for services ordered, services delivered until the effective date of the stop order. The Contractor shall resume services delivery upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor's approved schedule of performance. The Director, acting in good faith, may make an equitable adjustment, if any is required, to the Statement of Work price. The Contractor shall

provide whatever information that Director may require related to the equitable adjustment.

8.0 Definitions Terms defined herein shall also have their meanings applied to the Method of Operations.

Cooperative Purchasing Program Participants – Quasi-State entities, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges, and State colleges.

Engagement – An organized course of action to provide the services requested in an Authorized User developed Mini-Bid request which may include business and IT consulting and advisory services as needed by the Authorized User, and as permitted by this New Jersey Participating Addendum.

Engagement Response – Contractor’s formal response to a Mini-Bid request issued by an Authorized User.

Marketplace – is an integral component of the NJSTART eProcurement system. It allows suppliers to load product/service catalogs related to their contracts with the State. Once catalogs are in place, State users and local governments will use the Marketplace to search for State contracts, shop from them (shopping basket functionality), and generate POs that will be transmitted to the supplier electronically.

Mini-Bid – A process by which a pool of awarded contractors may provide competitive responses in response to an Engagement request issued by an Authorized User.

Periscope – is the developer and implementer of the ePro eProcurement system (branded as NJSTART in New Jersey). Periscope is managing the NJSTART cooperative and Marketplace Program on behalf of the State.

Purchases – means the total gross purchases, less credits, taxes, regulatory fees, and separately stated shipping charges not included in unit prices, made regardless of whether or not NJSTART is used as part of the purchase process.

Task Order – A discreet work order for one (1) or more detailed deliverables and services based on a specific Engagement, or set of related Engagements, as assigned by an Authorized User and issued as a result of a Mini-Bid. One (1) or more Task Orders may be issued to a Contractor for a specific Engagement, or set of related Engagements, pursuant to the an Authorized User’s needs.

9.0 State Confidential Information, Data Confidentiality and Security

9.1 Definitions

- a. As defined by N.J.S.A. 56:8-161, the term “Breach of Security” means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal

Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Contractor for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.

- b. The term “Mobile Device” means any device used by Contractor that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.
- c. The term “Non-Public Data” means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
- d. The term “Personal Data” means:
 - i. “Personal Information” as defined in N.J.S.A. 56:8-161, means an individual’s first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver’s license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual’s financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media.
 - ii. data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver’s license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.
- e. The term “Personally Identifiable Information” or “PII,” as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information,
- f. The term “Protected Health Information” or “PHI,” has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or

- maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term “Individually Identifiable Health Information” has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- g. The term “Security Incident” means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Contractor believes could reasonably result in the use, disclosure, or access or theft of State’s unencrypted Personal Data or Non-Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Breach of Security.
 - h. The term “State Data” means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor. State Data includes Personal Data and Non-Public Data.
 - i. The term “State Confidential Information” means all information or data in any form whatsoever supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not).

9.2 DATA OWNERSHIP AND CONFIDENTIALITY

9.2.1 Data Ownership

- a. Contractor Intellectual Property – For purposes of this provision, Contractor Intellectual Property means any intellectual property that is owned by Contractor and supplied to the State under the Contract. Contractor retains ownership of all Contractor Intellectual Property, and any modifications, configurations, and derivatives thereto. Contractor grants the State a license to use Contractor Intellectual Property as necessary in connection with this Agreement.
- b. State Intellectual Property – For purposes of this provision, State Intellectual Property includes any intellectual property owned by the State. The State retains ownership of all State Intellectual Property provided to Contractor pursuant to the Contract. The State grants Contractor a non-exclusive, royalty-free, license to use, copy, display, distribute, transit and prepare derivative works of State Intellectual Property and State data and background information only to fulfill the purposes of the Contract. The State’s license to Contractor is limited by the term of the Agreement and the confidentiality obligations set forth in Section 9.2.2 of this New Jersey Participating Addendum. Furthermore, all of Contractor’s publicity and/or public announcements pertaining to this Contract shall be approved in writing by the State prior to release.

9.2.2 Confidentiality

The Contractor shall keep all State Confidential Information confidential. Contractor will disclose State Confidential Information only to its employees, agents and contractors who have a need to know and are bound to keep it confidential, will use State Confidential Information only for purposes of performing the Services, including preparing proposals and evaluating potential Services, or as otherwise requested or authorized by the State. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information or data is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized good industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind. The Contractor must secure all State Data from unlawful 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 State to any third party without prior written consent of the State. 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 Agreement and may result in Agreement termination and the Contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

In the event that the State receives a request for Contractor Confidential Information related to the Contract pursuant to a court order, subpoena, lawful document request or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such request. Contractor shall take any action it deems appropriate to protect its documents and/or information.

In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such request. The State shall take any action it deems appropriate to protect its documents and/or information. Notice to the State shall not relieve the Contractor of its obligation to take action to protect such information if the Contractor is aware of a legal reason to do so.

Notwithstanding the requirements of nondisclosure described in this Section 9.2, 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 State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described

above, or if Contractor is unsuccessful in defending its rights as described above, or (iv) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights as described above, or if the State is unsuccessful in defending its rights as described above.

The Contractor shall assume financial liability incurred by the Contractor associated with any breach of confidentiality that directly results from Contractor's failure to comply with this agreement notwithstanding any limitation of liability provisions in the Contractor's Response to the Solicitation.

When requested, the Contractor and all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Contractor may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Contractor's responsibility to require that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one (1) month of the employees' start date.

The State reserves the right to obtain, or require the Contractor to obtain, criminal history background checks from the New Jersey State Police for all Contractor and project staff (to protect the State of New Jersey from losses resulting from Contractor employee theft, fraud or dishonesty). If the State exercises this right, the results of the background check(s) must be made available to the State for consideration before the employee is assigned to work on the State's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on State 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.

9.3 Data Security Standards

9.3.1 - 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 (<http://www.nj.gov/it/ps>). Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (<http://www.nj.gov/it/ps>); and

B. To the extent applicable, 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, if applicable.

9.3.2 - Data Location: Contractor shall provide its services to State and its End Users solely from data centers in the U.S. Storage of State Data at rest shall be located solely in data centers

in the U.S. Contractor shall not allow its personnel or contractors to store State Data on Mobile Devices, including personal computers, except for devices that are used and kept within the physical structure of its U.S. data centers, and only if use of such Mobile Device has been approved in writing by the State Contract Manager. Contractor shall permit its personnel to access State Data remotely only as required to provide technical support or upon prior notice and approval.

9.3.3 - 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.

9.3.4 - Data Storage: All provided by the State of New Jersey or State data obtained by the Contractor in the performance of the Agreement must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State Confidential Information shall be processed on or transferred to any Mobile Device unless such Mobile Device has been approved in advance in writing by the State Contract Manager. Personal Data shall not be stored on Mobile Devices. Where Mobile Devices are required for Contractor to accomplish the work, the Contractor shall ensure the Mobile Device is hard drive encrypted consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data. 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. Except where expressly authorized by the State, the Contractor must not store or transfer State of New Jersey data outside of the United States.

9.3.5 Data Scope: All provisions applicable to State Confidential Information 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.

9.3.6 Data Re-Use: Except where expressly authorized by the State, 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, except for the purpose of providing services under the Agreement. 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 State Contract Manager.

9.3.7 Security Incident and Breach of Security Responsibilities:

- a. Security Incident Reporting Requirements:** 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. Once Contractor reasonably determines that a Security Incident occurred, or in the event of a breach by Contractor of any of the Contractor's security obligations under this Agreement or other event requiring notification under applicable law ("Notification

Event"), the Contractor must assume responsibility for informing the State 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 third party claims, damages, or other harm resulting from such Notification Event. All communications must be coordinated with the State of New Jersey. Contractor will provide the State regular updates and all available relevant information including a description of the incident and those measures taken by Contractor in response to the Security Incident.

b. Breach of Security Reporting Requirements: If the Contractor confirms or reasonably believes that there has been a Breach of Security, the Contractor shall (1) immediately notify the appropriate State identified contact by the agreed upon method within 24 hours, unless a shorter time is required by applicable law, (2) take commercially reasonable measures to address and investigate the Breach of Security in a timely manner and (3) cooperate with the State as reasonably requested by the State and/or law enforcement to investigate and resolve the Breach of Security. Contractor will provide the State regular updates and all available information to assist the State with notification to law enforcement and third parties as required by applicable law, including a description of the Breach of Security and those measures taken by Contractor in response to the Breach of Security.

c. Incident Response: When commercially reasonable to do so, Contractor may communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries (subject to preapproval by the State if Contractor specifically identifies the State or State Data), and seeking external expertise as mutually agreed at the time, or defined by law. Discussing Security Incidents with the State should be handled on an urgent as needed basis.

d. Follow up: Following a Security Incident or Breach of Security, Contractor shall promptly implement necessary remedial measures, if necessary, and document responsive actions taken related to the Security Incident or Breach of Security, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

9.3.8 End of Agreement Data Handling: Upon termination/expiration of this Agreement and upon the State's request the Contractor must first return all State data in Contractor's possession or control when the same is no longer necessary for the provision of the Services to the State, in a usable format as defined in the Agreement, or in an open standards machine-readable format if not, provided that Contractor may retain such State Confidential Information only as required by applicable law, regulation or documented professional archival policy or as otherwise authorized or instructed by the State. Any State Confidential Information so retained shall at all times remain subject to the terms and conditions of this agreement, including with respect to confidentiality, security and non-disclosure. Except as provided above, 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 09-10-NJOIT (www.nj.gov/it/ps) and certify in writing that these actions have been completed within 30 days after the termination/expiration of the Agreement or within seven (7) days of the request of an agent of the State whichever shall come first.

10.0 Miscellaneous

1. **No Waiver** - No term or provision of this Participating Addendum shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as may be expressly provided in the waiver or consent.
2. **Dispute Resolution** – The State and Contractor will attempt to resolve any dispute through face-to-face negotiation with persons fully authorized to resolve the dispute or through non-binding mediation utilizing a mediator agreed to by the Parties, rather than through litigation. No formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*, may begin until either such persons conclude, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely.
3. **Arbitration or Mediation** – Any provision regarding arbitration or binding mediation within the Agreement is deleted in its entirety.
4. **Right to Remove Individuals** – The State shall have the right at any time to require that the Contractor remove from interaction with the State any Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State will provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.
5. **Security** – As part of its response to an Engagement Mini-Bid request, the Contractor shall disclose its non-proprietary security processes and technical limitations. Furthermore, if required by the Engagement Mini-Bid request, the Contractor shall complete the State's Security Due Diligence Third-Party Information Security Questionnaire or equivalent system security document, available upon request from the New Jersey Cybersecurity and Communications Cell (NJCIC), as updated from time to time, such that adequate protection and flexibility can be attained between the State and the Contractor. Authorized Purchasers shall be responsible for obtaining approval from the Office of Homeland Security for any Engagement that requires the Contractor to access, host, store, or handle State Data or State Confidential Information.
6. **Conflicts** – Where the Contractor has developed a scope of work, RFP, implementation plan or similar deliverable under this Agreement, such Contractor will be excluded from being able to serve on future evaluation committees or bid to be the project implementation contractor for any Bid Solicitations connected thereto.

7. The State and Authorized Purchaser acknowledge and agree that Contractor does not provide fairness opinions or valuations of market transactions or legal, accounting, or tax advice.
8. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Agreement without the prior written approval of the State or Authorized Purchaser, as applicable. Neither party shall issue communications to the media, place advertisements, nor publicize through any means the services, goods or construction that it is providing regarding the Contract without the other party's prior written consent. Neither the State nor an Authorized Purchaser may use Contractor's name and logo without express prior written approval and only for purposes solely related to the scope of the Contract, and no reference may be made to BCG in any materials prepared for public distribution or distribution to a third party without the Contractor's written consent.
9. Price Fluctuation During Contract – All prices quoted for an Engagement shall be firm through the term of the Engagement. All prices quoted as part of the Master Agreement shall be firm through issuance of contract or purchase order and shall not be subject to increase more than once every twelve months during the period of the contract. Pricing for the State shall not exceed the pricing approved by NCPA in the Master Agreement, at any time. If a Contractor submits lower pricing in response to an Engagement Mini-Bid, that pricing will become the Contractor's new pricing for that Engagement only.

11.0 The State of New Jersey Mandatory Certification Requirements:

The following are New Jersey procurement requirements that Contractor agrees to fulfill prior to the Effective Date. Some Authorized Purchasers may have additional requirements when placing an order and Contractor shall comply with same as necessary.

- A. New Jersey Business Registration (N.J.S.A. 52:32-44);
- B. [Ownership Disclosure](#) (N.J.S.A. 52:25-24.2);
- C. [Disclosure of Investigations and Actions Involving Bidder Form](#);
- D. [Disclosure of Prohibited Activities in Russia / Belarus Form](#) (N.J.S.A. 52:32-60.1 et. seq.);
- E. [Disclosure of Investment Activities in Iran](#) (N.J.S.A. 52:32-55 et. seq.);
- F. [MacBride Principles](#) (N.J.S.A. 52:34-12.2);
- G. [Source Disclosure Certification](#) (N.J.S.A. 52:34-13.2);
- H. [Completed Contractor Certification and Disclosure of Political Contributions](#) (N.J.S.A. 19:44A-20:13 et. seq.);
- I. [Vendor Certification](#) (P.L. 2005, c.271);
- J. Proof of insurance as specified herein;
- K. [Proof of compliance with New Jersey Affirmative Action requirements](#) (N.J.A.C. 17:27-1.1 et. seq.):
 - New Jersey Form AA-302 Affirmative Action Employee Information Report; or
 - New Jersey Affirmative Action Certificate; or
 - Federal Affirmative Action Approval Letter.

12.0 Primary Contacts:

Any notice between the Parties provided for in this New Jersey Participating Addendum, or elsewhere in the Master Agreement shall be in writing and shall be sent both via regular certified mail, return receipt requested and via email to the addresses provided. The Parties should give prompt notice to each other if the appropriate person or address changes.

The primary participating entity contacts for this New Jersey Participating Addendum are as follows:

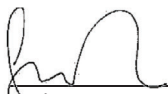
Name: Gabriella Griffith
Title: Procurement Specialist
Participating Entity Name: Division of Purchase and Property,
Department of the Treasury
State of New Jersey
Address: 33 West State Street, 8th Floor
PO Box 230
Trenton, New Jersey 08625-0230
Telephone: (609) 292-6839
Fax: (609) 292-5170
E-mail: Gabriella.Griffith@treas.nj.gov

The primary Contractor contact for this New Jersey Participating Addendum is as follows:

Name: Kevin Sanders
Title: Public Sector Risk & Contract Director
Contractor: The Boston Consulting Group, Inc.
Address: 655 15th St NW, Suite 1100
Washington, DC 20005
Telephone: (703) 477-0412
E-mail: Sanders.Kevin@bcg.com

IN WITNESS WHEREOF, authorized representatives of Contractor and the State have executed this New Jersey Participating Addendum to be effective on the Effective Date. The Parties hereto agree that this New Jersey Participating Addendum may be executed in counterparts, each original signed page to become part of the original document.

The Boston Consulting Group, Inc.



Signature

3/20/2023

Date

Selin Zalma, Managing Director and Partner

Print Name and Title

**The State of New Jersey
Department of the Treasury - Division of Purchase and Property**

DocuSigned by:

Amy Davis

March 22, 2023

Amy F. Davis, Acting Director

Date

**Approved as to Form
Matthew J. Platkin, Attorney General
State of New Jersey – Department of Law and Public Safety**

By: *Aimee Manocchio Nason*

03/22/2023

Signature

Date

Aimee Manocchio Nason, Deputy Attorney General
Print Name and Title

Attachment A

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



State of New Jersey Standard Terms and Conditions

(Revised September 1, 2022)

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

1.0 STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

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

2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

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

2.1 BUSINESS REGISTRATION

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

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

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

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 *et seq.*) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <https://www.state.nj.us/treasury/revenue/busregcert.shtml>.

2.2 OWNERSHIP DISCLOSURE

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

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

In the alternative, a Contractor with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

2.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, the Contractor must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities as directed on the form. A Contractor's failure to submit the completed and signed form will preclude the award of a Contract to said Contractor.

2.4 ANTI-DISCRIMINATION

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

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

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

2.5 AFFIRMATIVE ACTION

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

2.6 AMERICANS WITH DISABILITIES ACT

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

2.7 MACBRIDE PRINCIPLES

The Contractor must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.8 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), The State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods. It shall be a breach of the terms of the contract for the business entity to:

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

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

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at <https://www.state.nj.us/treasury/purchase/forms.shtml>, shall be provided to the intended Contractor with the Notice of Intent to Award.

2.9 POLITICAL CONTRIBUTION DISCLOSURE

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

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

2.10 STANDARDS PROHIBITING CONFLICTS OF INTEREST

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

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

2.11 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

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

2.12 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

2.13 COMPLIANCE - LAWS

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

2.14 COMPLIANCE - STATE LAWS

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

2.15 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

2.16 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS

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

2.17 DISCLOSURE OF PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS

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

3.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT**3.1 COMPLIANCE - CODES**

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

3.2 PREVAILING WAGE ACT

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

3.3 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

3.4 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

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

3.5 BUILDING SERVICE

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

3.6 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

3.7 SERVICE PERFORMANCE WITHIN U.S.

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

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

3.8 BUY AMERICAN

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

3.9 DOMESTIC MATERIALS

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

3.10 DIANE B. ALLEN EQUAL PAY ACT

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

3.11 EMPLOYEE MISCLASSIFICATION

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

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

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

4.0 INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

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

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

4.2 INSURANCE

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancellation shall be emailed to the State at: ccau.certificate@treas.nj.gov

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

- A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as “Additional Insureds” and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
- B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State must be named as an “Additional Insured” and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;
- C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

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

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

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

5.0 TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

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

5.2 RESERVED

5.3 CONTRACT TERM AND EXTENSION OPTION

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

5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK

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

- A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

Any changes or modifications to the terms of this Contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Director.

5.5 CHANGE IN LAW

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

5.6 SUSPENSION OF WORK

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

5.7 TERMINATION OF CONTRACT

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

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

5.8 SUBCONTRACTING

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

5.9 RESERVED

5.10 MERGERS, ACQUISITIONS AND ASSIGNMENTS

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

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

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

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

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

5.12 DELIVERY REQUIREMENTS

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

5.13 APPLICABLE LAW AND JURISDICTION

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

5.14 CONTRACT AMENDMENT

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

5.15 MAINTENANCE OF RECORDS

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

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

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

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

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

5.17 NEWS RELEASES

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

5.18 ADVERTISING

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

5.19 ORGAN DONATION

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

5.20 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Contract. Notwithstanding the requirements of the Bid Solicitation, the Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the Contractor in its Quote.

5.21 CLAIMS AND REMEDIES

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

available at law or in equity.

5.22 ACCESSIBILITY COMPLIANCE

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

5.23 CONFIDENTIALITY

- A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
- B. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure Vendor Intellectual Property ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);
- D. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
- E. The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- F. In the event that the State receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;
- G. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and
- H. Notwithstanding the requirements of nondisclosure described in this Section, either party may release the other party's Confidential Information:
 - (i) if directed to do so by a court or arbitrator of competent jurisdiction; or
 - (ii) pursuant to a lawfully issued subpoena or other lawful document request:
 - (a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.23(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.23(F); or
 - (b) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.23(G), or if the State is unsuccessful in defending its rights as described in Section 5.23(G).

6.0 TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

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

documentation.

6.2 TAX CHARGES

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

6.3 PAYMENT TO VENDORS

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

6.4 OPTIONAL PAYMENT METHOD: P-CARD

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

6.5 NEW JERSEY PROMPT PAYMENT ACT

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice. Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

6.6 AVAILABILITY OF FUNDS

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

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

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

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

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

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

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

7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

7.3 PROCUREMENT OF RECOVERED MATERIALS

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

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

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

7.4 EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

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

7.6 COPELAND ANTI-KICK-BACK ACT

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

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

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

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

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

7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

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

7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

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

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

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

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

7.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

EXHIBIT A - GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B - CONSTRUCTION CONTRACTS**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)N.J.A.C. 17:27-1.1 et seq.

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

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

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

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

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

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

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

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

- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
 - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.
- After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.
- The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.
- The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.
- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXHIBIT C - EXECUTIVE ORDER NO. 151 REQUIREMENTS

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

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

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

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

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

ATTACHMENT B

Software as a Solution (“SaaS”) Supplement to the State of New Jersey’s Standard Terms and Conditions

- A. SOFTWARE AS A SOLUTION (“SaaS”) SUPPLEMENT TO THE STATE OF NEW JERSEY’S STANDARD TERMS AND CONDITIONS** - This Supplement to the State of New Jersey’s Standard Terms and Conditions (“SaaS Supplement”) shall apply to all State purchases of Software as a Solution (“SaaS” or “Solution”) products. For the avoidance of doubt, this SaaS Supplement shall not apply to State purchases of Contractor’s on premise Software. The combined terms of the State of New Jersey’s Standard Terms and Conditions and this SaaS Supplement shall prevail over any conflicts set forth in or incorporated by reference into any of the Contractor’s Standard Form Agreements, including any End User License Agreement, Contractor-supplied scope of work, license, services or other agreement (“SFA”). In the event of a conflict between the terms of the SaaS Supplement and the State of New Jersey’s Standard Terms and Conditions, this SaaS Supplement shall prevail.
- B. DEFINITIONS** – All capitalized terms used in this SaaS Supplement shall have the same meaning as stated in the State of New Jersey’s Standard Terms and Conditions. In addition, the following definitions shall apply:
- a. As defined by N.J.S.A. 56:8-161, the term “Breach of Security” means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Contractor for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.
 - b. The term “End User” means the user of the Contractor’s Solution.
 - c. The term “Mobile Device” means any device used by Contractor that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.
 - d. The term “Non-Public Data” means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
 - e. The term “Personal Data” means:
 - i. “Personal Information” as defined in N.J.S.A. 56:8-161, means an individual’s first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver’s license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual’s financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media.
 - ii. data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver’s license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.
 - f. The term “Personally Identifiable Information” or “PII,” as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information,
 - g. The term “Protected Health Information” or “PHI,” has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term “Individually Identifiable Health Information” has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
 - h. The term “Recovery Time Objective” or “RTO,” means the maximum tolerable length of time that the Contractor’s Solution may be unavailable after a failure or disaster occurs.
 - i. The term “Security Incident” means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Contractor believes could reasonably result in the use, disclosure, or access or theft of State’s unencrypted Personal

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Data or Non-Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Breach of Security.

- j. The term “Service Level Agreement” or “SLA,” means the document that is part of the Contractor’s SFA that typically includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
- k. The term “State Data” means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor. State Data includes Personal Data and Non-Public Data.

C. REVISIONS TO THE STATE OF NEW JERSEY’S STANDARD AGREEMENT

- 1. **INDEMNIFICATION** – Section 4.1 of the State of New Jersey’s Standard Terms and Conditions is deleted in its entirety and replaced with the following;

4.1 INDEMNIFICATION

- A. **CONTRACTOR RESPONSIBILITIES** - The Contractor’s liability to the State and its employees in third party suits shall be as follows:

- 1. The Contractor shall indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
 - i. For or on account of the loss of life, tangible property (not including lost or damaged data) or injury or damage to the person, body or property (not including lost or damaged data) of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under the contract or the order; and
 - ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance (“Intellectual Property Rights”) furnished or used in the performance of the contract; and
 - iii. For or on account of a Breach of Security resulting from Contractor’s breach of its obligation to encrypt Personal Data or otherwise prevent its release or misuse; and
 - iv. The Contractor’s indemnification and liability under Section 4.1(A)(1) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of the State of New Jersey’s Standard Terms and Conditions.
- 2. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may: (a) procure for the State the legal right to continue the use of the product; (b) replace or modify the product to provide a non-infringing product that is the functional equivalent; or in the event that Contractor cannot do (a) or (b), (c) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.
- 3. In the event of a claim or suit involving third-party Intellectual Property Rights, the State will (a) promptly notify Contractor in writing of the claim or suit; and (b) Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(A)(1); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
- 4. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State’s unauthorized combination, operation, or use of a product supplied under this contract with any product, device, or software not supplied by Contractor; (2) the State’s unauthorized alteration or modification of any product supplied under this contract; (3) the Contractor’s compliance with the State’s designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State’s failure to promptly implement a required update, use a new version of the product, or to make a change or modification to the product if requested in writing by Contractor.
- 5. Contractor will be relieved of its responsibilities under Subsection 4.1(A)(1)(i), (ii), and (iii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
- 6. This section states the entire obligation of Contractor and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.

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7. The provisions of this indemnification clause shall in no way limit the Contractor’s obligations assumed in the contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the contract or otherwise at law or equity, except as otherwise provided in Section 4.1 A. 5.
8. The Contractor agrees that any approval by the State or Authorized Purchaser of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the contract.
9. The State of New Jersey will not indemnify, defend or hold harmless the Contractor. The State will not pay or reimburse for claims absent compliance with Section 4.1(B) of these State of New Jersey’s Standard Terms and Conditions and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.

B. **STATE RESPONSIBILITIES** - Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Section 4.1(A)(1)(i), (ii), and (iii) which results in an unaffiliated third party claim. This is Contractor’s exclusive remedy for these claims.

2. **LIMITATION OF LIABILITY** --Section 4.1.1 of the State of New Jersey’s Standard Terms and Conditions is deleted in its entirety and replaced with the following:

- a. The Contractor’s liability for actual, direct damages resulting from the Contractor’s performance or non-performance of, or in any manner related to, the contract for any and all third party claims, shall be limited in the aggregate to 200% of the fees paid by the Authorized Purchaser(s) during the previous twelve months to Contractor for the products or services giving rise to such damages. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than \$100,000. This limitation of liability shall not apply to the following:
 - i. The Contractor’s indemnification obligations as described in Section 4.1; and
 - ii. The Contractor’s breach of its obligations of confidentiality described in Section 7.1; and
 - iii. The Contractor’s Data Protection obligations described in Section D of this Supplement.
- b. Notwithstanding the foregoing exclusions, where a Breach of Security is a direct result of Contractor’s breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release as reasonably determined by the State, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Breach of Security; (2) notifications to individuals, regulators, or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state or federal law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record, per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute for the public sector at the time of the Breach of Security; and (5) completing all corrective actions as reasonably determined by Contractor based on root cause of the Breach of Security.
- c. The Contractor shall not be liable for punitive, special, indirect, incidental, or consequential damages.

3. **INSURANCE** --Section 4.2 of the State of New Jersey’s Standard Terms and Conditions is deleted and replaced with the following:

The Contractor shall secure and maintain in force for the term of the Contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days’ written notice of cancellation or material change to the State of New Jersey at the address shown below. If the Contractor’s insurer cannot provide 30 days written notice, then it will become the obligation of the Contractor to provide the same. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The Contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the Contract number or purchase order number and title of the Contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at: ccau.certificate@treas.state.nj.us

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

- a. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as “Additional Insureds” and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.
- b. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State must be named as an “Additional Insured” and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State’s behalf or on State controlled property.

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- c. Worker’s Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
 - \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
 - \$1,000,000 DISEASE EACH EMPLOYEE; and
 - \$1,000,000 DISEASE AGGREGATE LIMIT.
- d. Professional Liability Insurance: The Contractor shall provide Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance to protect the Contractor from insured liability arising out of the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of \$2,000,000 per claim and in the aggregate. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, the new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice shall provide for retroactive coverage to the inception date of this Contract or earlier.
- e. Cyber Breach Insurance: Where State Data is being given to the Contractor or where Contractor has access to State Data, the Contractor shall carry Cyber Breach Insurance in sufficient amount to protect the Contractor from any liability arising out of its performance pursuant to the requirements of this Blanket P.O. The insurance shall be in an amount of not less than \$2,000,000 and in such policy forms as shall be approved by the State. The insurance shall at a minimum cover the following: Data loss, ransomware and similar breaches to computers, servers and software; Protection against third-party claims; cost of notifying affected parties; cost of providing credit monitoring to affected parties; forensics; cost of public relations consultants; regulatory compliance costs; costs to pursue indemnity rights; costs to Data Breach and Credit Monitoring Services analyze the insured’s legal response obligations; costs of defending lawsuits; judgments and settlements; regulatory response costs; costs of responding to regulatory investigations; and costs of settling regulatory claims.

Notwithstanding anything to the contrary herein, Contractor may meet the above insurance requirements via commercial insurance, self-insurance, or a combination of these options at Contractor’s sole discretion. In addition, any combination of Primary, Umbrella, or Excess Liability policies may be used to meet any coverage or limits requirements listed above.

D. ADDITIONS TO THE STATE OF NEW JERSEY’S STANDARD TERMS AND CONDITIONS -

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

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

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of State Data at any time. To this end, the Contractor shall safeguard the confidentiality, integrity, and availability of State Data and comply with the following conditions:
 - a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized good industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
 - b. All Personal Data shall be encrypted at rest and in transit with controlled access. Contractor is responsible for encryption of the Personal Data. The level of protection and encryption for all Personal Data shall be identified and made a part of this contract.
 - c. Contractor shall encrypt all Non-Public Data at rest and in transit. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this contract.
 - d. Personal Data shall not be stored on Mobile Devices. Where Mobile Devices are required for Contractor to accomplish the work, the Contractor shall ensure the Mobile Device is hard drive encrypted consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data.
 - e. At no time shall any data or processes, which either belongs to or are intended for the use of State or its officers, agents, or employees, be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any capacity that does not include the State.

3. Data Location: Contractor shall provide its services to State and its End Users solely from data centers in the U.S. Storage of State Data at rest shall be located solely in data centers in the U.S. Contractor shall not allow its personnel or contractors

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to store State Data on Mobile Devices, including personal computers, except for devices that are used and kept within the physical structure of its U.S. data centers. Contractor shall permit its personnel and contractors to access State Data remotely only as required to provide technical support or upon prior notice and approval. The Contractor may provide technical user support on a seven-day by 24-hour basis, unless otherwise prohibited in this contract.

4. Security Incident and Breach of Security Responsibilities.

- a. **Security Incident Reporting Requirements:** Once Contractor reasonably determines that a Security Incident occurred, the Contractor shall report a Security Incident to the appropriate State identified contact within 24 hours by the agreed upon method as defined in the contract. Contractor will provide the State regular updates and all available relevant information including a description of the incident and those measures taken by Contractor in response to the Security Incident.
- b. **Breach of Security Reporting Requirements:** If the Contractor confirms or reasonably believes that there has been a Breach of Security, the Contractor shall (1) immediately notify the appropriate State identified contact by the agreed upon method within 24 hours, unless a shorter time is required by applicable law, (2) take commercially reasonable measures to address and investigate the Breach of Security in a timely manner and (3) cooperate with the State as reasonably requested by the State and/or law enforcement to investigate and resolve the Breach of Security. Contractor will provide the State regular updates and all available information to assist the State with notification to law enforcement and third parties as required by applicable law, including a description of the Breach of Security and those measures taken by Contractor in response to the Breach of Security.
- c. **Incident Response:** When commercially reasonable to do so, Contractor may communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries (subject to preapproval by the State if Contractor specifically identifies the State or State Data), and seeking external expertise as mutually agreed at the time, defined by law, or contained in the SLA. Discussing Security Incidents with the State should be handled on an urgent as needed basis, as part of Contractor communication and mitigation processes as mutually agreed at the time, defined by law, or contained in the SLA.
- d. Following a Security Incident or Breach of Security, Contractor shall promptly implement necessary remedial measures, if necessary, and document responsive actions taken related to the Security Incident or Breach of Security, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

5. Termination and Suspension of Service:

- a. In the event of termination of the contract, the Contractor shall implement an orderly return of State Data in a mutually agreeable format and the subsequent secure disposal of State Data remaining in Contractor’s possession.
- b. **Suspension of services:** During any period of suspension, the Contractor shall not take any action to intentionally erase any State Data.
- c. Unless otherwise stipulated, in the event of termination of any services, SLA, or this contract in its entirety, the Contractor shall not take any action to intentionally erase any State Data for a period of:
 - 1) 10 business days after the effective date of termination, if the termination is in accordance with the expiration of the defined contract term;
 - 2) 30 business days after the effective date of termination, if the termination is for convenience; or
 - 3) 60 business days after the effective date of termination, if the termination is for cause.

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

- d. **Post-Termination Assistance:** The State shall be entitled to any post-termination assistance with respect to the services unless a unique data retrieval arrangement has been established as part of the contract.
 - e. **Secure Data Disposal:** When requested by the State, the Contractor shall destroy all requested data in all of its forms, including but not limited to: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.
- #### 6. Background Checks:
- The Contractor shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is

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an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's Data among the Contractor's employees and agents.

7. Access to security logs and other reports: The Contractor shall provide logs and reports to the State in a format as specified in the contract and agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State Data related to this contract, including but not limited to data, file management, transactions, or tools used to provide, manage, secure, or analyze the State's Data. The Contractor shall maintain the reports and logs for the contract term and for two (2) years after the conclusion of the term, and shall provide them to the State in the course of a State audit or upon written request from the State.
8. Service Level Audit: The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion, at the State's expense.
9. Data Center Audit: The Contractor shall have an independent third party audit of its data center(s) performed at least annually at their own expense, and provide the audit report to the State upon request.
10. Change Control and Advance Notice: The Contractor shall give advance notice to the State of any upgrades (e.g. major upgrades, minor upgrades, system changes) that may impact service availability and performance. Said notice shall be provided at least thirty days in advance of the upgrade, unless otherwise agreed in the SLA.
11. Security – As part of its response to an Engagement Mini-Bid request, the Contractor shall disclose its non-proprietary security processes and technical limitations. Furthermore, if required by the Engagement Mini-Bid request, the Contractor shall complete the State's Security Due Diligence Third-Party Information Security Questionnaire or equivalent system security document, available upon request from the New Jersey Cybersecurity and Communications Cell (NJCIC), as updated from time to time, such that adequate protection and flexibility can be attained between the State and the Contractor. Authorized Purchasers shall be responsible for obtaining approval from the Office of Homeland Security for any Engagement that requires the Contractor to access, host, store, or handle State Data or State Confidential Information.
12. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State Data to that which is absolutely needed to perform job duties.
13. Import and Export of Data: The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other Contractors.
14. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software, and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Contractor. The system shall be available 24 hours per day, 365 days per year (with agreed-upon maintenance downtime), and Contractor shall provide service to the State as defined in the Service Level Agreement.
15. Right to Remove Individuals: The State shall have the right at any time to require that the Contractor remove from interaction with the State any Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State will provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.
16. Business Continuity and Disaster Recovery: The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the State's Recovery Time Objective (RTO) is met. The RTO shall be defined in the SLA.

I HEREBY ACCEPT THESE TERMS AND CONDITIONS OF SUPPLEMENT:



SIGNATURE

3/20/2023

DATE

Selin Zalma, Managing Director and Partner
PRINT NAME AND TITLE

The Boston Consulting Group, Inc.
NAME OF CONTRACTOR

ATTACHMENT C

1. Master Agreement / Signature Form

Tab 1 – Master Agreement General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
 - Any protest review and action shall be considered final with no further formalities being considered.
- ◆ Force Majeure
 - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
 - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ **Contract Administration**
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ **Contract Term**
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ **Contract Waiver**
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ **Products and Services additions**
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ **Competitive Range**
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ **Deviations and Exceptions**
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ **Estimated Quantities**
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$15 - \$20 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

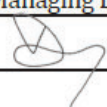
Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	<u>The Boston Consulting Group, Inc.</u>
Address	<u>200 Pier 4 Blvd</u>
City/State/Zip	<u>Boston, MA 02210</u>
Telephone No.	<u>202-412-0009</u>
Fax No.	<u>213-621-1639</u>
Email address	<u>acosta.daniel@bcg.com</u>
Printed name	<u>Daniel Acosta</u>
Position with company	<u>Managing Director and Partner</u>
Authorized signature	 <u></u>

ATTACHMENT D incorporated by reference

Attachment D: Region 14 Education Service Center Solicitation #41-20 located at [RFP - Business and IT Consulting and Advisory Services \(windows.net\)](#)