

**AGREEMENT  
IN CONNECTION WITH  
New Jersey State Waiver No. 77-21-DOH Supplement No. 1**

This Agreement is made effective as of December 20, 2021, by and between Civic Operations Group Inc. ("COG"), with a place of business at 2010 Massachusetts Ave NW, Suite 200, Washington, DC 20036 and State of New Jersey, Department of the Treasury, Division of Purchase and Property, whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625-0039, on behalf of the State of New Jersey, Department of Health (collectively, the "State," and collectively with COG, the "Parties").

WHEREAS, on May 19, 2021, the State approved New Jersey State Waiver No. 77-21-DOH;

WHEREAS, on May 4, 2021, COG signed the State of New Jersey Standard Terms and Conditions (Rev: 4/27/2021) ("Standard Terms and Conditions"), as amended by the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions (Rev: 6/14/2018), signed on May 4, 2021, ("Waivered Contracts Supplement," and collectively with the Standard Terms and Conditions, "Terms and Conditions");

WHEREAS, the Parties now desire to enter into this Agreement in Connection with New Jersey State Waiver No. 77-21-DOH Supplement 1;

THEREFORE, for good and valuable consideration, the Parties to this Agreement hereby agree as follows:

1. COG confirms that Supplement No. 1 is under the same terms and conditions mutually agreed upon in the New Jersey State Waiver No. 77-21-DOH;
2. COG further confirms that all required forms and documents submitted to the State under New Jersey State Waiver No. 77-21-DOH remain valid and current;
3. The Parties agree that the cost of Supplement No. 1 is \$ \$2,999,843.00.
4. The Parties agree hereto this Agreement may be executed in counterparts, with each original signed page to become part of the original document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of execution by the parties below.

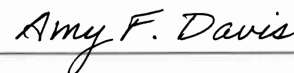
**Civic Operations Group, Inc.**

**STATE OF NEW JERSEY  
Department of the Treasury  
Division of Purchase and Property**

By:



By:



Name: Jessica Tamayo

Title: President

Date: December 20, 2021

Name: Amy F. Davis

Title: Associate Deputy Director

Date: March 10, 2022

**STATE OF NEW JERSEY  
Department of Health**

By: MD Shelly

Name: Jackie Shelly

Title: Director, Acct & Procurement

Date: 12/20/21

**Approved as to Form:**

**ANDREW J. BUCK**  
**Acting Attorney General of the State of New Jersey**

By: Roza Dabaghyan, DAG  
Roza Dabaghyan  
Deputy Attorney General

## **Request for Proposals COVID-19 Community Corps Support**

The New Jersey Department of Health (DOH) seeks a contractor to manage the COVID-19 Community Corps (Corps). The Corps is a community canvassing program dedicated to increasing vaccination rates in minority and underserved communities through targeted outreach, vaccine education, and vaccination assistance. The Corps will deliver these support services in designated communities across the State to help combat misinformation and vaccine hesitancy in the State's vulnerable populations, and get more residents vaccinated. The Corps will also help register and schedule residents in the NJ Vaccine Scheduling System (NJVSS), assist with second dose appointment reminders, and direct residents to mobile and community vaccination clinics where applicable.

Contractors must submit proposals to [centralprocurement@doh.nj.gov](mailto:centralprocurement@doh.nj.gov) by 12 PM EST on Wednesday, May 5, 2021.

The Corps will use varied communication mechanisms including, but not limited to, door-to-door canvassing, phone calls, text messaging, and social media. This will all help NJ reach its goal of vaccinating 70% of eligible residents by the end of June, and support efforts to ensure the demographic makeup of those vaccinated aligns with the demographics of the State's diverse population.

Corps members are responsible for supporting community members throughout their vaccination journey through four key actions:

1. Sharing COVID-19 Information
  - a. Answer questions and share latest information about:
    - i. Safety practices – such as wearing masks and physical distancing
    - ii. Testing
    - iii. Contact tracing and quarantine guidelines
    - iv. Vaccination
  - b. Correct misinformation and address cultural stigma related to vaccinations
2. Assisting with vaccination journey
  - a. Help community members:
    - i. Use online registration systems (e.g., NJVSS to register and schedule a vaccine appointment
    - ii. Identify where closest Point of Dispensing Sites (PODS) are and how to get there
    - iii. Share messaging on second dose reminders
    - iv. Conduct follow-ups with those registered
3. Tracking user experience
  - a. Provide feedback to the State on:
    - i. Experience of community members with vaccination program
    - ii. Best practices to increase vaccinations across vulnerable populations
    - iii. Overall vaccine sentiment and hesitancy
4. Conducting proactive outreach

- a. Conduct proactive outreach (in person and virtually) to educate hard-to-reach and vulnerable populations on COVID-19 and community-based vaccination opportunities
- b. Provide information on support services to access vaccines (e.g., transportation)

The Corps will use varied outreach approaches, including in-person and virtual activities. In addition to traditional door-to-door canvassing, Corps members should also be prepared to support the following:

- **Establishing COVID-19 Community Resource Stations:** COVID-19 Community Resource Stations will be located in high traffic locations (e.g., supermarkets, salons, public transportation locations) and will involve Corps members actively addressing questions related COVID-19 including testing, contact tracing, vaccination, and social support. In addition, Community Resource Stations will provide support for vaccine registration and scheduling.
- **Providing support for local community vaccination sites:** Corps members will provide a range of supports including conducting second dose reminder outreach, providing translation services, completing administrative duties, and on site trouble shooting for local community-based vaccination sites, pop-up clinics, and the DOH mobile vaccination units.

## **1.0 Scope of Work**

The contractor is responsible for administering and managing all aspects of New Jersey's COVID-19 Community Corps. The Contractor must complete the following actions, tasks, obligations, and responsibilities within one year from contract award, the term of the contract.

### **1.1 Contractor Responsibilities:**

The contractor must recruit, hire, train, and deploy Corps members to communities as directed by DOH. The following activities are required:

- Develop job descriptions in collaboration with DOH
- Define hiring plan tied to needs and timelines, and assess variable staffing models (e.g., flexible staffing), as needed
- Ensure all Corp members complete training via the DOH Community Health Worker Institute
- Ensure Field Managers or similar supervisory layer is in place to manage field teams and assignments
- Demonstrate preference for candidates in healthcare or public health experience in hiring practices; May include community health workers (CHWs), nurses, students, and other similar professions.
- Ensure appropriate background checks are conducted during recruiting
- Take over managing existing Corps members from DOH and develop a process to allow them to transition from volunteer to employee status if they desire; there are currently 1,000 Corps members



- Create and manage Corps member schedules
- Cultivate a safe, secure working environment for all Corps members
- Ensure the Corps deployment plans are closely aligned with the DOH priority municipalities

The contractor must ensure demographics of Corps teams are representative of the communities in which they're assigned, meaning the workforce should reflect the diverse racial, ethnic, and religious backgrounds of New Jersey's population. DOH is currently focused on engaging 40 municipalities with lower vaccination rates. However, this number is an estimate and may change.

The contractor must provide staff that are bi-lingual in Spanish. The contractor must also provide staff that are bilingual in the top languages spoken in New Jersey beyond English or incorporate a language service into the operations to ensure adequate communication for New Jersey's diverse population. Designated languages include, but are not limited to, Arabic, Bengali, Chinese (Mandarin, Cantonese and other Chinese languages), French, Haitian Creole, Gujarati, Hindi, Korean, Polish, Spanish, Tagalog and Yiddish.

### **Training**

The contractor must ensure all Corps members complete required training as designated by DOH, and provide ongoing training and coaching based on best practices and lessons learned in the field.

### **Supplies & Equipment**

The contractor must:

- Provide staff all necessary personal protective equipment (PPE).
- Provide tablets and mobile hotspot capabilities to ensure teams have stable, secure internet access to register residents in the NJ Vaccine Scheduling System (NVSS) as necessary
- Develop scripts, printed outreach materials, and social media toolkits for remote outreach in collaboration with DOH
- Provide bags to carry materials comfortably and securely
- Provide appropriate identification to display to residents when requested

### **Performance Management and Reporting**

The contractor must provide DOH access to a dashboard to enable real time data monitoring of Corps team.

Required metrics include:

- Daily and Weekly canvassing goals
- Average engagement time
- Number of successful connections
- Number of appointments made
- Number vaccinated (1<sup>st</sup> and, if appropriate, 2<sup>nd</sup> dose)
- Number of engaged residents vaccinated ([if out with mobile unit])
- Text message engagement

- Number of texts sent
  - Number of texts replied to
- Social media engagement (Twitter, Facebook, Instagram, Snapchat, LinkedIn, Tiktok)
  - Number of posts
  - Number of impressions

Contractor must host recurring stand-up calls with DOH to review metrics and share insights on overall workforce performance.

Contractor will conduct targeted root-cause analyses and troubleshooting on field operations on a regular basis with a view to making recommendations on refinements, including:

- Strategic analytics: Conduct targeted analyses, including focus areas of concern or near-term trends to inform areas such as workforce staffing, operational standards, and training elements
- Troubleshooting: Conduct root-cause analysis to identify operational issues and recommend actions to be taken, where the actions are to be mutually agreed upon between DOH and contractor.
- Reporting: Create integrated dashboard of early warning indicators to inform decision-making of actions, easily accessible and configurable reports, automatic generation, and dissemination of reports
- Regular reporting including ability to report on ongoing basis all information reasonably requested that is necessary to comply with any reporting requirements
- Process for escalation of challenges and obstacles for rapid resolution, as needed

## **2.0 Experience:**

Bidder shall submit a technical proposal that demonstrates relevant experience on projects of similar size and scope, resumes of key personnel, and the ability to complete the Scope of Work.

Bidder should include, at minimum:

- (1) its overall technical approach and plans to meet the requirements of this RFP; and
- (2) information relating to its organization, personnel and experience regarding contracts of similar size and scope;
- (3) an organization chart with names of proposed staff showing management, supervisory and other key personnel to be assigned to this contract.

Please refer to Section 4.0 Evaluation below for more information.

## **3.0 Pricing:**

Bidder shall submit pricing for recruitment and training, which shall be billed at an hourly rate. Bidder shall distinguish their pricing of both proposed staff and Corp members.

Bidder shall submit pricing for support services to be billed as a monthly management fee.

Overtime is not permitted unless requested and authorized by the DOH in advance.

All pricing shall be firm fixed pricing. "Firm fixed price" means 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.

## **4.0 Evaluation:**

Each criterion will be scored, and each score multiplied by a predetermined weight to develop the Technical Evaluation Score.

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

Experience of firm: The Bidder's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFP; and

Ability of firm to complete the Scope of Work based on its Technical Quote: The Bidder's demonstration in the Proposal 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 RFP.

The intent of this Bid Solicitation is to award a contract to that responsible Bidder whose Proposal, conforming to this RFP is most advantageous to the State, price and other factors considered.

## **5.0 Comptroller:**

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

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller (“OSC”) is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor’s Disaster Recovery Office (GDRO Transparency Website).

The contract resulting from this RFP is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the RFP, the winning bidder’s proposal and other related contract documents for the above contract on the GDRO Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal or factual basis to assert that such designated portions of its proposal: (i) are proprietary and confidential financial or commercial information or trade secrets; or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. A Bidder’s failure to designate such information as confidential in submitting a bid/proposal shall result in waiver of such claim.

The State reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning bidder’s assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

## **6.0 Required forms:**

### **6.1 Required Forms, Registrations, and Certifications**

All required forms are found at the following link and a list of required forms is found below <https://www.state.nj.us/treasury/purchase/forms.shtml>

1. State of New Jersey Standard Terms and Conditions (SSTC);
2. Waivered Contracts Supplemental to the State of New Jersey Standard Terms and Conditions;

3. Ownership Disclosure;
4. Disclosure of Investigations and Other Actions Involving Contractor;
5. MacBride Principals Form;
6. Certificate of Insurance/Acord;
7. Source Disclosure;
8. Affirmative Action Compliance;
9. Disclosure of Investment Activities in Iran; and
10. Business Registration.

The Information Sheet and Checklist for Waivers and Delegated Purchasing Authority Transactions is also provided for convenience:  
<https://www.state.nj.us/treasury/purchase/forms/Waiver%20and%20DPA%20Contract%20Checklist.pdf>

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

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

#### **6.1.1 MACBRIDE PRINCIPLES CERTIFICATION**

The Bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance 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 its compliance with those principles. See Section 2.5 of the SSTC and N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

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#### **6.1.2 OWNERSHIP DISCLOSURE FORM**

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

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Proposal. A Bidder's failure to submit the completed and signed form with its Proposal will result in the rejection of the Proposal as non-responsive and preclude the award of a contract to said Bidder unless the Division of Purchase and Property has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Proposal 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 Proposal.

In the alternative, to comply with this section, a Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the

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

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

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

#### **6.1.5 SOURCE DISCLOSURE**

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

#### **6.1.6 AFFIRMATIVE ACTION**

The Contractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Awarded Contractors not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at <https://www.state.nj.us/treasury/purchase/forms.shtml>.

#### **6.1.7 INSURANCE CERTIFICATES**

The Bidder shall provide the State with current certificates of insurance for all coverages required by the terms of this contract naming the State as an Additional Insured. See Section 4.2 of the SSTC accompanying this Request for Proposal.

#### **6.1.8 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

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

#### **6.1.9 BUSINESS REGISTRATION**

Pursuant to N.J.S.A. 52:32-44, the Department of Health is prohibited from entering into a contract with an entity unless the bidder, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the DOHDOH with its proof of business registration and that of any named subcontractor(s).

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

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the DOH a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

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

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

**Winning Bidder must register with NJSTART as a contractor for the State of NJ.**

[www.njstart.gov](http://www.njstart.gov)

**COVID-19 Community Corps Support  
Amendment #2 Answers to Questions**

1. Are the current Community Corps staff today Part Time or Full time or both? **CCC members are currently (non-paid) volunteers. A mix of both full and part time is needed.**
2. Will the DOH provide standard communications guidelines and scripts for the Community Corps to follow? **Yes, all CCC members on the field will have a script they will study and use to communicate and engage community members. We are open to incorporating any best practices or guidelines the vendor may have to offer.**
3. Are Community Corps staff restricted from entering individual homes or apartments to perform their outreach efforts? **The current plan is for CCC members to work in public outdoor spaces. Additionally, they will be working indoors assisting with vaccination intake forms at community organizations (where walk-up and walk-in vaccines will be offered) under the supervision of DOH staff. We are open to discussing safe and secure door-to-door outreach methods with the selected vendor.**
4. The requirement on page 3 states “The Contractor must provide staff that are bilingual in Spanish”. Does this requirement mean that ALL staff must be bilingual in Spanish? If not, can you please estimate the number of Spanish speaking staff as a proportion of the total staff? **We would like 85% of our corps to be bilingual in English and another language, with Spanish as our number one target language, ideally 40-50% of the CCC workforce would be Spanish-English proficient.**
5. What is the make-up of the current Corps workforce including an estimated number of CHWs, nurses, students, etc. to best estimate who might stay as part of this new effort. **Our data is broken down by organization affiliation not employment type. 39% Community Based Org, 24% Faith Based Org, 13% Healthcare, 10% University, 12% other, 1% food pantries, and 1% language services.**
6. In terms of tablets, will the State allow for laptops to be deployed as an alternative? If so, would the State also considering deploying laptops owned and in inventory with the State to reduce potential costs to the State? **The State has a limited number of laptop and table devices that can be leant to Corps members to work. We can also explore a ‘bring your own device’ policy similar to what the DOH implemented with the Contact Tracing workforce.**
7. We understand DOH has 1,000 Community Corps today, does DOH have a sense on the ultimate size of the workforce for this effort? **250 have committed to physical outreach (boots on the ground). We do not have a target workforce number at this time but will work with the selected vendor to determine this given the number of communities we’d like to reach.**
8. What is the hourly pay for the current Community Corps staff? Does DOH pay for mileage or any travel related costs to various sites or is the hourly pay assumed to cover these expenses? **Current Community Corps staff are volunteers. We would like vendors to propose appropriate hourly pay rates based on their experience doing similar work. The DOH does not pay for milage or travel related costs. Please see Section 3.0 in the RFP. All pricing shall be firm fixed pricing. “Firm fixed price” means 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.*

9. Who currently employees the Community Corps staff? **The CCC are non-DOH staff, they are volunteers.**
10. Will the vendor have to provide a telephony solution for Community Corps staff to make calls from tablets and/or other devices? **Preferably yes, however the State has a limited number of laptop and table devices that can be leant to Corps members to work. We can also explore a 'bring your own device' policy similar to what the DOH implemented with the Contact Tracing workforce.**
11. Can DOH expand upon text messaging capabilities needed for the Community Corps staff including who the staff will be messaging and for what purpose and frequency? **This is an optional capability. However, if interested, we would like vendors to expound on options such as text messaging to allow for remote outreach where possible.**
12. Please confirm the vendor will not be responsible for setting up and obtaining approval of the COVID-19 Community Resource Stations. **This will be a collaborative effort between DOH and the selected vendor. DOH will coordinate all of the site locations and outreach materials but the vendor may be asked to provide tables and chairs for teams.**
13. Does DOH require the existing Community Corps to be vaccinated as a condition of employment? If not, can the selected vendor require all staff to be vaccinated as a condition of employment? **Vaccination is strongly encouraged, but not a required condition of employment.**
14. Will the vendor be required to support training in any capacity or simply track the completion of training? **Both**
15. Were background checks recently completed on the existing workforce? **Background checks have not yet been completed for all existing staff. They will need to be done by the selected vendor.**
16. For the distribution of required personal protective equipment (PPE), is this just a mask or are there other expectations from DOH? **This also includes hand sanitizer, wipes, cleaning supplies for equipment, and additional supplies as needed.**
17. On the social media engagement, is DOH simply looking for the vendor to develop content for these engagements? Is the vendor required to establish accounts on behalf of the State specific to these efforts and manage all account activity? **Develop content to show work in the community.**
18. Will the vendor be provided information out of the NJVSS to support the performance management and reporting, such as the number of successful connections, appointments made, number vaccinated, and number of engaged residents vaccinated? **The vendor is responsible for keeping track of these numbers. There will be constant communication with the NJVSS, Call Center, and vendor to ensure effectiveness on the field.**
19. In the RFP There are two dates mentioned; the completion of the program by this June 2021 and another mention of the completion of the program's scope within one year from contract award?

Please clarify as this will impact associated costs. **The program closure date is up to one year, but flexible. DOH has target municipalities to reach based on current data and requires a vendor that can flex as needs change.**

20. What are the 40 targeted municipalities that are mentioned on page 3 of the RFP as this will affect the number of doors/ households and density of targets? As the pandemic provides a dynamic and fluid situation should we prepare to build in costs that assume these 40 target municipalities may change over time? **As of April 30, 2021, the following municipalities are being targeted based on applicable data:**

#### Priority municipalities

- |                                  |                                 |
|----------------------------------|---------------------------------|
| 1. ATLANTIC CITY, ATLANTIC       | 21. LONG BRANCH CITY, MONMOUTH  |
| 2. CAMDEN CITY, CAMDEN           | 22. ELIZABETH CITY, UNION       |
| 3. NEW BRUNSWICK CITY, MIDDLESEX | 23. PERTH AMBOY CITY, MIDDLESEX |
| 4. BRIDGETON CITY, CUMBERLAND    | 24. JERSEY CITY, HUDSON         |
| 5. PASSAIC CITY, PASSAIC         | 25. GARFIELD CITY, BERGEN       |
| 6. ASBURY PARK CITY, MONMOUTH    | 26. FREEHOLD BORO, MONMOUTH     |
| 7. TRENTON CITY, MERCER          | 27. HALEDON BORO, PASSAIC       |
| 8. PATERSON CITY, PASSAIC        | 28. HARRISON TOWN, HUDSON       |
| 9. NEWARK CITY, ESSEX            | 29. CARTERET BORO, MIDDLESEX    |
| 10. CITY OF ORANGE TWP, ESSEX    | 30. NORTH BERGEN TWP, HUDSON    |
| 11. IRVINGTON TWP, ESSEX         | 31. VINELAND CITY, CUMBERLAND   |
| 12. UNION CITY, HUDSON           | 32. RED BANK BORO, MONMOUTH     |
| 13. PLEASANTVILLE CITY, ATLANTIC | 33. HIGHTSTOWN BORO, MERCER     |
| 14. WOODBURY CITY, GLOUCESTER    | 34. BAYONNE CITY, HUDSON        |
| 15. WEST NEW YORK TOWN, HUDSON   | 35. FAIRVIEW BORO, BERGEN       |
| 16. GUTTENBERG TOWN, HUDSON      | 36. HACKENSACK CITY, BERGEN     |
| 17. PLAINFIELD CITY, UNION       | 37. WEEHAWKEN TWP, HUDSON       |
| 18. PROSPECT PARK BORO, PASSAIC  | 38. KEYPORT BORO, MONMOUTH      |
| 19. MILLVILLE CITY, CUMBERLAND   | 39. DOVER TOWN, MORRIS          |
| 20. EAST ORANGE CITY, ESSEX      | 40. CLIFFSIDE PARK BORO, BERGEN |

1. Non-Hispanic

Source: Census ACS 2019 1-yr

Preliminary, pre-decisional, and deliberative. Based on input provided by State agency leaders and staff, to date, and subject to change. Content is descriptive only and is not meant to constitute legal, clinical, or policy advice.

PREPARED ON APR 12, 2021-- DRAFT AND PRE-DECISIONAL

40 priority municipalities account for:

**23.7% of the total NJ population**

**51% of the total Black<sup>1</sup> and Hispanic NJ population**

**18+ vaccine coverage is at 28.4% compared to NJ 47.8% (as of 4/12)**

**65+ vaccine coverage is at 50.5% compared to NJ 75.4% (as of 4/12)**

**Average poverty rate is 20% compared to NJ rate of 9.2%**

21. Will the state be providing info on vaccinated residents as that will decrease remote outreach universes as the program progresses? **The State cannot person-specific vaccination data due to data privacy and security laws. We will provide other relevant data to aide in program planning.**
22. Is there a particular format for the narrative and/or the budget? **There is no particular format. Please refer to Section 3.0 Pricing in the RFP for pricing requirements.**
23. With respect to Section 3.0, can you provide clarification as to what the State is requiring in terms of pricing?
- We understand that pricing must be firm fixed pricing, burdened with all direct and indirect costs associated with performance. We note that the instructions also require that bidder submit pricing for recruitment and training, “which shall be billed at an hourly rate”, and distinguish pricing of both proposed staff and Corp members. Is the State requiring that firm pricing be structured on a burdened hourly rate basis (where contractors should be billing for time at the burdened rate, plus monthly management fee)? Or is the State looking for (per the Standard Terms and Conditions) billing on

tasks/subtasks, with the response to RFP merely to provide a rationale for the fee structure? **The State is requiring firm pricing be structured on a burdened hourly rate basis (where contractors should be billing for time at the burdened rate, plus a monthly management fee).**

24. Do you have existing data infrastructure that you are using to run the volunteer program, or do we need to build out our own data infrastructure for the metrics? **The vendor shall build this.**
25. Are there goal metrics we are trying to reach (or are we trying to talk to as many people as possible?) **40 municipalities that are considered high-priority due to low vaccination rates.**
26. What is the timeline for the program? **The program closure date is up to one year, but flexible. DOH has target municipalities to reach based on current data and requires a vendor that can flex as needs change.**
27. "Conduct follow-ups with those registered" What type of follow-up? **Follow-up may entail reconnecting with registered individuals to make sure they were able to get an appointment, know when their second dose is (where applicable), or have any further questions.**
28. Conducting proactive outreach
  - a. Conduct proactive outreach (in person and virtually) to educate hard-to-reach and vulnerable populations on COVID-19 and community-based vaccination opportunities How will traditionally hard to reach communities be identified, and as these communities tend to have less access to technology, what is the expectation for data recording and tracking of these groups? **DOH will use available data to determine vulnerable populations that still need to be engaged. The selected vendor will need to record and report engagement data to include demographic data to assist with tracking the State's vaccination progress.**
29. Establishing COVID-19 Community Resource Stations: COVID-19 Community Resource Stations will be located in high traffic locations (e.g., supermarkets, salons, public transportation locations) and will involve Corps members actively addressing questions related COVID-19 including testing, contact tracing, vaccination, and social support. In addition, Community Resource Stations will provide support for vaccine registration and scheduling. How will these partnerships be established? Will the State broker them, or will the responsibility fall to the vendor? **The State will engage the appropriate stakeholders to determine locations and partnerships with elected officials, local health departments, and community/faith-based organizations where necessary.**
30. Providing support for local community vaccination sites: Corps members will provide a range of supports including conducting second dose reminder outreach, providing translation services, completing administrative duties, and on site trouble shooting for local community-based vaccination sites, pop-up clinics, and the DOH mobile vaccination units. What is the expectation for translation across all platforms of outreach? Verbal, written, digital? **Given NJ's diverse population, translation is required across all platforms to ensure residents understand the messaging no matter which mechanism is used to deliver it.**

31. What are the key obstacles that have been faced by the current Corps members? **Deployment in high-priority areas. We launched our CCC members this past weekend but will need more boots on the ground in the coming weeks.**
32. How are supply and equipment expenses factored into the overall budget? Will there be a separate OTPS budget for these expenses? **Please refer to Section 3.0 Pricing in the RFP. All pricing shall be firm fixed pricing. “Firm fixed price” means 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.**
33. Performance Management and Reporting  
The contractor must provide DOH access to a dashboard to enable real time data monitoring of Corps team. Is this something that would need to be developed by the vendor? **Selected vendor shall need to develop dashboard.**
34. Contractor must host recurring stand-up calls with DOH to review metrics and share insights on overall workforce performance. What’s the anticipated frequency of these calls, and with what level and type of staff will these meetings take place? **Calls may start of daily in the kickoff phase and may taper down as activities ramp up. Appropriate leadership from DOH and the selected vendor team who can make decisions and drive operations should be in attendance.**
35. Reporting: Create integrated dashboard of early warning indicators to inform decision making of actions, easily accessible and configurable reports, automatic generation, and dissemination of reports. Does this product currently exist, or would we be developing? **Selected vendor shall need to develop dashboard.**
36. Ability of firm to complete the Scope of Work based on its Technical Quote: The Bidder’s demonstration in the Proposal 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 RFP.  
The intent of this Bid Solicitation is to award a contract to that responsible Bidder whose Proposal, conforming to this RFP is most advantageous to the State, price and other factors considered. How many vendors does the state anticipate selecting? **Preferably one, but the DOH reserve the right to select as many as necessary to complete the work.**
37. Are there target ZIP codes already identified for priority outreach? **Yes, DOH will provide zip code data.**
38. If so, are those already broken out by a target number of staff / contacts per week / etc? **No, the DOH will work on this with the selected vendor.**
39. Does there already exist a database used to record interactions while guarding PPE? (NYC uses Salesforce, for example) **No, the vendor shall provide this.**

40. Is there a standard scheduling system for staff that must be used, or would we be providing one?  
**Vendor is required to manage all scheduling.**
41. Would we need to provision information to research targets if the state didn't have the required data, for example through ThompsonReuters CLEAR? **No, the DOH will be using aggregated DOH data and not targeting specific individuals.**
42. Does the part of the RFP that discusses provision of PPE imply that we'd be SOURCING PPE, or just receiving it from Procurement and making it available to staff? **Vendor shall make PPE available to workforce.**
43. What does the org structure currently look like for the Volunteer Corps? Have there ever been paid staff involved in NJ Test & Trace? If so, would they continue on as staff under our proposal? **Not sure what "NJ Test & Trace" is but the Community Corps has been 100% volunteer basis to date. The DOH will develop an org structure with the awarded vendor.**
44. What is the expected / desired launch timetable for paid staff outreach to targeted communities? **We would like the first team on the ground in a selected municipality within ten days of vendor selection/contract award.**



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Judith M. Persichilli, R.N., B.S.N., M.A., Commissioner  
Department of Health  
P. O. Box 360, Trenton, NJ 08625-0360

Dear Commissioner Persichilli,

The Civic Operations Group (COG) is pleased to present the appended proposal to the New Jersey Department of Health (DOH) for Covid-19 Community Corps Support. The following is a table of contents for this proposal:

- I. Scope Of Work
  - A. Reaching the Most Vulnerable and Hesitant Communities
  - B. Recruitment and Hiring
  - C. Integrating Existing Community Corps Infrastructure & Canvass Teams
  - D. Remote Outreach
  - E. Training
  - F. Accountability
  - G. Covid-19 Protocols
  - H. Supplies & Equipment
  - I. Performance Management and Reporting
- II. Experience
  - A. Case Studies
  - B. Proposed Organizational Chart
  - C. Dedicated Team and Resumes
- III. Pricing
- IV. Appendix
  - A. Required Forms, Registrations, and Certificates
    - 1. MacBride Principles of Certification
    - 2. Ownership Disclosure Form
    - 3. Disclosure of Investigations and Other Actions Involving Bidder Form
    - 4. Source Disclosure
    - 5. Affirmative Action
    - 6. Insurance Certificates
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    - 9. Standard Terms and Conditions
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    - 11. MWBE Certification



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## I. SCOPE OF WORK

The Civic Operations Group (COG) presents the following proposal to manage, integrate, and grow the **Covid-19 Community Outreach Corps in New Jersey**. COG is a woman and minority-owned business with a mission to connect traditionally under-served communities with critical resources. COG resulted from marrying many years of successful field and community based canvassing experience to the immense need for information and resources that the Covid-19 pandemic created. We propose a community-driven in-person and remote hybrid outreach program in New Jersey to **connect the hardest-to-reach residents with life-saving information, resources, and the tools to sign-up for Covid-19 vaccinations at the doors and over the phone**. With decades of community organizing experience in New Jersey and around the country, our team of organizers will quickly scale a data-driven, accountable, outreach program to help the state achieve its goal of vaccinating 70%+ of eligible residents by the end of June.

We propose that COG's efforts begin by **targeting the largest vaccine-hesitant communities of the 40 municipalities with lower vaccination rates** as well as those that may have barriers to accessing the vaccine in their neighborhoods. **Our past Covid-19 Relief Programs in multiple New Jersey counties provided an array of available resources and helped establish that our canvassers are sent by the state as a source of support in this time of need**. As trust is re-established at the door, our canvassers can relay vital information about Covid-19 vaccines, so that in all conversations, we will be able to help sign up residents who are ready to make an appointment. Additionally, we will provide residents with statewide resources for childcare, rental assistance, food pantries, and vaccine transportation to ensure that we provide as much support as possible and make the most out of every conversation.

**Through our established mobile team structure we will cover the 40 municipalities on New Jersey's target list and beyond as the targets change. Each mobile team will be equipped with a regional director, a regional community liaison, a field director, a remote organizing director, supervisors, and management staff. A chart of this organizational structure is included in the experience section.**

COG will approach this program with the cultural sensitivity required to evoke trust. Our strategy, founded in respect and efficacy, is to **recruit, train, and deploy canvassers who are local to the communities** they organize. COG will hire local, highly skilled workers to build confidence and assist target populations with signing up for the Covid-19 vaccine in real-time on tablets. With national leaders politicizing the vaccine, the spread of misinformation, quarantine fatigue, vaccine accessibility challenges, and the overall distrust of vaccines, it is critical to have peer-to-peer communication with residents that cuts through the noise and delivers digestible information.



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COG will work with the DOH to provide residents with information on Covid-19 vaccinations, public, private, and charitable resources via phone, text, and in person communication through the following actions:

- Build and implement a program to hire, train, and deploy local and highly skilled workers to conduct community outreach in NJ.
- Answer questions and provide residents with the most up to date information on:
  - A. Covid-19 safety practices – such as wearing masks and physical distancing
  - B. Testing
  - C. Contact tracing and quarantine guidelines
  - D. Vaccination
- Correct misinformation and address cultural stigma related to vaccinations in target communities.
- Assisting with vaccination journey by helping community members:
  - A. Use online registration systems (e.g., NJVSS to register and schedule a vaccine appointment)
  - B. Identify where closest Point of Dispensing Sites (PODS) are and how to get there
  - C. Share messaging on second dose reminders
- Tracking user experience by providing feedback to the State on:
  - A. Experience of community members with vaccination program
  - B. Best practices to increase vaccinations across vulnerable populations
  - C. Overall vaccine sentiment and hesitancy
- Conduct proactive outreach (in person and virtually) to educate hard-to-reach and vulnerable populations on COVID-19 and community-based vaccination opportunities.
- Provide information on support services to access vaccines (e.g., transportation)
- Message testing, drafting scripts, compiling online resources and printing materials.
- Provide the county with daily reports and access to collected data.
- Update resources and scripts as events on the ground change.





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## **A. REACHING THE MOST VULNERABLE AND HESITANT**

Our proposal is designed to be scaled and integrated with existing programs through further consultation with the state and in recognition of New Jersey's ongoing work with local organizations, community partners, and firms. As outlined below, our vast community organizing experience gives us the flexibility to work in a variety of communities. That said, we expect that our program will prioritize groups with the highest hesitancy rates and those in which language barriers can present challenges for traditional programs. We recognize that an emphasis on community organizing in these groups is important to help the state reach herd immunity and mitigate the disproportionate impact of the pandemic on people of color, minority groups, and those of greatest hesitancy.

**Our existing programs have found that the most vulnerable populations often obtain much of their vaccine disinformation via social media,** which has created a dire need for a dedicated government plan to reach residents through peer-to-peer communication. This program will serve residents by providing up-to-date facts, much-needed access to approved vaccines, and assistance with the overall vaccine journey, all while presenting real-time feedback to the state. We have found that developing trust at the program's onset is crucial to increase contacts and rapidly provide residents with necessary information. Working with local leaders, elected officials, and event coordinators adds a layer of real-time communication, builds trust, and creates an echo chamber with consistent messaging.

While most public outreach work has focused on how to change public opinion, we are experts at crafting messaging that motivates people to change their behavior. Our team will build on lessons learned from our past outreach efforts in the state and find which message resonates with each group of residents and become a trusted source of information in key communities. **As the state's priorities change, we can immediately update all message mediums to layer communication to residents.** Distributing flyers translated into multiple languages and door hangers with QR codes that link to vaccine information and other resources have also been crucial in creating an echo chamber where residents are sharing information within their circles.

## **B. RECRUITMENT AND HIRING**

In addition to the medical and economic crisis, recent polling indicates that most Americans have deep-seated concerns about providing personal information to the government. We have a team of experienced organizers who are local to New Jersey and have spent the last 20 years researching and testing methods of personal contact and direct outreach on programs around the country. Our diverse group of organizers can interact professionally with people from nearly all cultural, racial, ethnic, gender, and socio-economic backgrounds during a time of crisis and distress. Most of our leadership team has full professional proficiency in multiple



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languages and have all worked in multilingual communities across NJ. Some of the languages our team is fluent in are listed out below:

- |                         |                  |                    |
|-------------------------|------------------|--------------------|
| • <b>Spanish</b>        | • <b>Polish</b>  | • <b>Chinese</b>   |
| • <b>Portuguese</b>     | • <b>Korean</b>  | • <b>French</b>    |
| • <b>Haitian Creole</b> | • <b>Italian</b> | • <b>Russian</b>   |
| • <b>Gujarati</b>       | • <b>Bengali</b> | • <b>Urdu</b>      |
| • <b>Arabic</b>         | • <b>Tagalog</b> | • <b>Serbian</b>   |
| • <b>Hindi</b>          | • <b>Yiddish</b> | • <b>Et cetera</b> |

**In addition, our work in NJ over the last 20 years has generated a vast pipeline of communicators from constituency groups in every part of the State.** We will supplement our team of organizers, our significant footprint of previous NJ employees, and the existing 1,000 Corps members with remote recruiting. Our dedicated administrative team will draft and post approved job postings, screens resumes for professionalism, communication skills, and ability to meet technology requirements. Once an applicant has passed the resume screen, they are invited to conduct a skills test that measures basic competencies associated with the job. After passing the skills test, applicants are instructed to register for an interview. Hiring managers then conduct an interview to vet the candidates to ensure applicants possess adequate and secure technology infrastructure, assess the applicant's ability to use this technology, and effectively communicate the information.

Our legal advisors have also developed evaluation guidelines to deem who can appropriately represent our work. **To that end, our administrative team will ensure that all applicants receive an appropriate background check before beginning work with our team.**

### **C. INTEGRATING EXISTING COMMUNITY CORPS INFRASTRUCTURE & CANVASS TEAMS**

This program will recruit and hire locally, empowering people to serve their own community. By activating our existing infrastructure in the state, while simultaneously integrating the Covid-19 Community Corps infrastructure we will provide relevant vaccination information, combat misinformation, schedule vaccine appointments, and follow up on second doses. Through our established mobile outreach team's we will cover the 40 municipalities on New Jersey's target list and beyond as the targets change. Each mobile team will be equipped with a regional director, a regional community liaison, a field director, a remote organizing director, supervisors, and management staff.



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In order to build trust and rapport within the communities we will serve, we must become a trusted source of information. To do this, we will establish our presence in the community through a combination of tactics. Community outreach through Covid-19 Community resource stations in high foot traffic locations will allow us to meet constituents where they are while providing them with helpful information and resources to sign up for a vaccine. Identifying community leaders and building relationships will allow us to build on existing trust within their networks, in turn helping our credibility and lowering vaccine hesitancy. In order to react to the ever-changing Covid-19 case counts and infection rates, our team will monitor cases and vaccination rates in coordination with the DOH to make strategic decisions about the allocation of resources and canvassing staff.

To increase the Corps capacity, all new potential canvassers will undergo a robust and hands-on training led by our organizers. Supervisors who are with canvassers in the field during their shifts will also re-train canvassers on the spot when needed while maintaining a safe distance. Every night, organizers lead debriefs, discuss best practices, and address any concerns flagged by the accountability team to the canvassers. Through canvass technology, we can also utilize GPS-enhanced tools to monitor efficiency and optimize the program.

We will also integrate with the existing volunteer program developed by the DOH, which has successfully recruited over 1,000 corps members. To maintain the volunteer program and build upon it, The COG Team proposes to create an additional mobile teams for the volunteer operation. COG senior leadership and organizers will curate a volunteer-oriented operation with deliverables and data reporting mechanisms separate from the other mobile teams. This model will help those who wish to keep volunteering while providing paid positions for anyone interested. In doing so, both volunteer and paid operations are running parallel to ensure their success.

## **D. REMOTE OUTREACH**

Personal outreach matters in a disconnected time. Locally recruited and trained organizers will spend five hours every day phone banking and texting residents about the Covid-19 vaccines and answering any questions about their safety and effectiveness. The phone banking software our team uses allows us to legally call cell phones and landlines ten times faster than hand dialing. This system also filters out disconnected phones and answering machines, allowing organizers to spend more time talking to residents. Trained teams will also send personalized texts to residents during peak hours with remote monitoring from supervisors.

With peer-to-peer calls and texts, our organizers can have substantive conversations with residents, walk them through information on the different vaccines, where, when, and how to get vaccinated, send helpful links, and provide assistance in real-time. From the management side, we will see the progress that every canvasser makes as they go through the data and assign a canvasser new data daily or hourly.



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## E. TRAINING

We have found that multiple levels of training, supervision, and accountability have to be set in place to catch mistakes before they happen. **Three hour outdoor trainings created under the guidance of the New Jersey DOH and led by our organizers will be conducted on a weekly bases and with abundant PPE to help quickly expand our capacity.** Once potential hires complete the training, they complete all required onboarding documents remotely and work with our organizers to create a shift schedule.

Organizers will have an interactive presentation to provide new hires with background information on Covid-19, discuss the different approved vaccines, where, when, and how residents can get vaccinated, provide best practices for effective communication, how to use the software for tracking data, data security protocols, and role-play the branching script.

**Additionally, at the beginning and end of every shift, organizers lead briefings with their veteran canvass teams, discuss best practices, providing them with the most up to date information, and address any concerns.** Trainings are ongoing and dynamic to establish trust between our team and the local communities. We have a history of running programs that cultivate meaningful relationships with contacts and identifying the best approach for residents to retain the information our teams provide. As we develop these programs, we are continuously recruiting new staff to expand while refining our team.

## F. ACCOUNTABILITY

All data collected by COG canvassers undergoes a rigorous data verification process to ensure only reliable data is entered into the database. Canvasser accountability will be enforced during each field and remote shift, as well as after the data has been collected. **During the canvass shift, live monitoring tools are utilized by remote data managers from the first knock to the last.** Remote tracking allows us to maximize canvassers' time to talk to residents and communicate any data concerns. Data managers report any flags or data inconsistencies to in-field supervisors in real-time. Supervisors will then meet canvassers in-field, perform spot checks of their data, and re-train canvassers on any of the issues brought up by the data manager while adhering to social distancing rules. Each canvasser will meet with a supervisor at least three times during their five-hour shift to report their progress through their assigned turf and address any concerns.



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## **G. COVID-19 PROTOCOLS**

Our top priority is each individual's safety and health who chooses to be a participant of our outreach team, from organizers to canvassers to residents. The majority of our senior leadership and organizers come from the communities we serve. Many began their career in politics as canvassers. We are committed to the health and well-being of our staff. Their families, friends, and community will always be top-of-mind as we work to inform and provide aid in these critical times.

To create our Covid-19 guidelines, we conducted a comprehensive review of all federal, state, and local Covid-19 guidelines. All safety protocols will be finalized with state leadership and legal guidance. A complete list of our Covid-19 protocols can be provided upon request.

## **H. SUPPLIES AND EQUIPMENT**

Civic Operations Group will ensure that their entire team is well equipped while on the ground in New Jersey. Whether an Organizer or Canvasser, all COG staff will be provided with the necessary personal protective equipment (PPE). Additionally, through our experience working on multiple other vaccine outreach programs, we will work with the DOH to develop materials for canvassing, digital outreach, and social media. Scripts and other talking points will also be developed using data-driven messaging on what language is most persuasive when encouraging vaccinations. In order to implement these communication strategies, we will also provide all necessary technical equipment and bags to canvass target communities and schedule them for the vaccine successfully. Finally, all our canvassers will wear high-visibility vests and carry identification to display to residents if requested. All materials will be approved by the DOH prior to printing and use.

## **I. PERFORMANCE MANAGEMENT AND REPORTING**

We will provide detailed daily and weekly reports, including quantitative and qualitative measurements of our progress. Our team will host recurring calls with the DOH to review metrics and share insights on overall workforce performance. Our goal is to give a series of interconnected snapshots of the program that give us a broader understanding of how to best contact residents, build consensus, and stop the spread of the virus. Our program will identify thousands of data points that can be used to make decisions about where resources are needed, improve the outreach and vaccination plan, and the best medium to provide residents with information that may save their lives. By providing this information, we intend to determine community member's experience with the program, best practices to improve, and overall vaccine sentiments. Additionally, we will



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continuously review the program, talk through forward-looking goals, and make adjustments where they are necessary. Metrics we can include in our reporting are outlined below:

- Daily and Weekly canvassing goals
- Average engagement time
- Number of successful connections
- Number of appointments made
- Number vaccinated (1st and, if appropriate, 2nd dose)
- Number of engaged residents vaccinated (if out with mobile unit)
- Text message engagement
  - Number of texts sent
  - Number of texts replied to
- Social media engagement (Twitter, Facebook, Instagram, Snapchat, LinkedIn, Tiktok)
  - Number of posts
  - Number of impressions
- Tracking user experience

## **II. EXPERIENCE**

### **A. CASE STUDIES**

COG has recruited one of the deepest teams in community organizing. Over the past twenty years, this team of seasoned operatives have been recruited by key decision makers to plan and execute Covid-19 outreach, Vaccine outreach, petition collection, constituent outreach, voter registration, and independent expenditure programs for community stakeholders, including Governors, Senators, Congressmen, organized labor, 501 c (3)s, 501 c (4)s, and other national institutions. Our team consists of over 250 battle-tested organizers who hail from every region, demographic, and walk of life. The COG team has worked in nearly every state in the nation to educate and mobilize hundreds of thousands of residents. Below are case studies of programs we have conducted with similar size and scope.

#### **Case Study 1: West New York, NJ**

The Civic Operations Group is currently operating a vaccine education program in West New York, NJ. Through in-person and remote outreach, the team is connecting the hardest to reach residents with critical resources and information. This effort began by targeting areas with large vaccine-hesitant and bi-lingual immigrant communities and is successfully building trust in the community. By connecting residents who have food, economic, and medical insecurities to town resources, the program continues to grow stronger. As trusted sources, we now message vital information about the Covid-19 vaccine and dispel misinformation.



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### Case Study 2: Union County and Camden County, NJ

The team at COG also worked on a Covid-19 Response Program in Union County where teams knocked on over 95,000 doors and made 440,890 calls to residents in need over four months. The same team also conducted a large-scale Covid-19 response outreach program in Camden City (pursuant to the contract awarded by Camden County), where we knocked on 53,646 doors and made 57,802 calls to residents in just 25 days. COG's ability to quickly grow to scale or maintain a steady team over a longer program is a staple of our long history of running direct outreach operations across the country. This ability to scale and our institutional infrastructure will be crucial in communicating with vulnerable and multilingual populations. **These projects were the offspring of project that our team members worked on which delivered 130,000+ resources to rural and vulnerable populations in PA, WI, and MI.**

### Case Study 3: Prince George's County, MD

The Civic Operations Group is simultaneously running a vaccine outreach program in Prince George's County, MD. National polling continues to suggest that many communities have deep reservations about the approved Covid-19 vaccines. Our team is working to battle misinformation, create demand for the vaccine, and lay the groundwork for the County's large Covid-19 vaccine plan of fully vaccinating roughly half a million residents. While most public outreach work has focused on how to change public opinion, we are experts at crafting messaging that motivates people to change their behavior. Our team has found which messages resonate with each group of residents and has become a trusted source of information in key communities. In order to do so, we built a dynamic three month program that can be scaled up or down as the situation on the ground changes.

**The Washington Post**

## Prince George's launches variety of efforts to reach those not yet vaccinated

*Above is an Article Related to the COG Program*



Tweet

Live from Mevo 5/4/21 COVID-19 Update in Prince George's County



County Executive Angela Alsobrooks  
Live from Mevo 5/4/21 COVID-19 Update in Prin...

13:03 · 5/4/21 · Periscope

2 Retweets 1 Quote Tweet 3 Likes



Replying to [redacted]

12m



A nice young man just visited my house an hour or so ago and left the information as it had other resources besides vaccines, which my entire family is vaxxed.

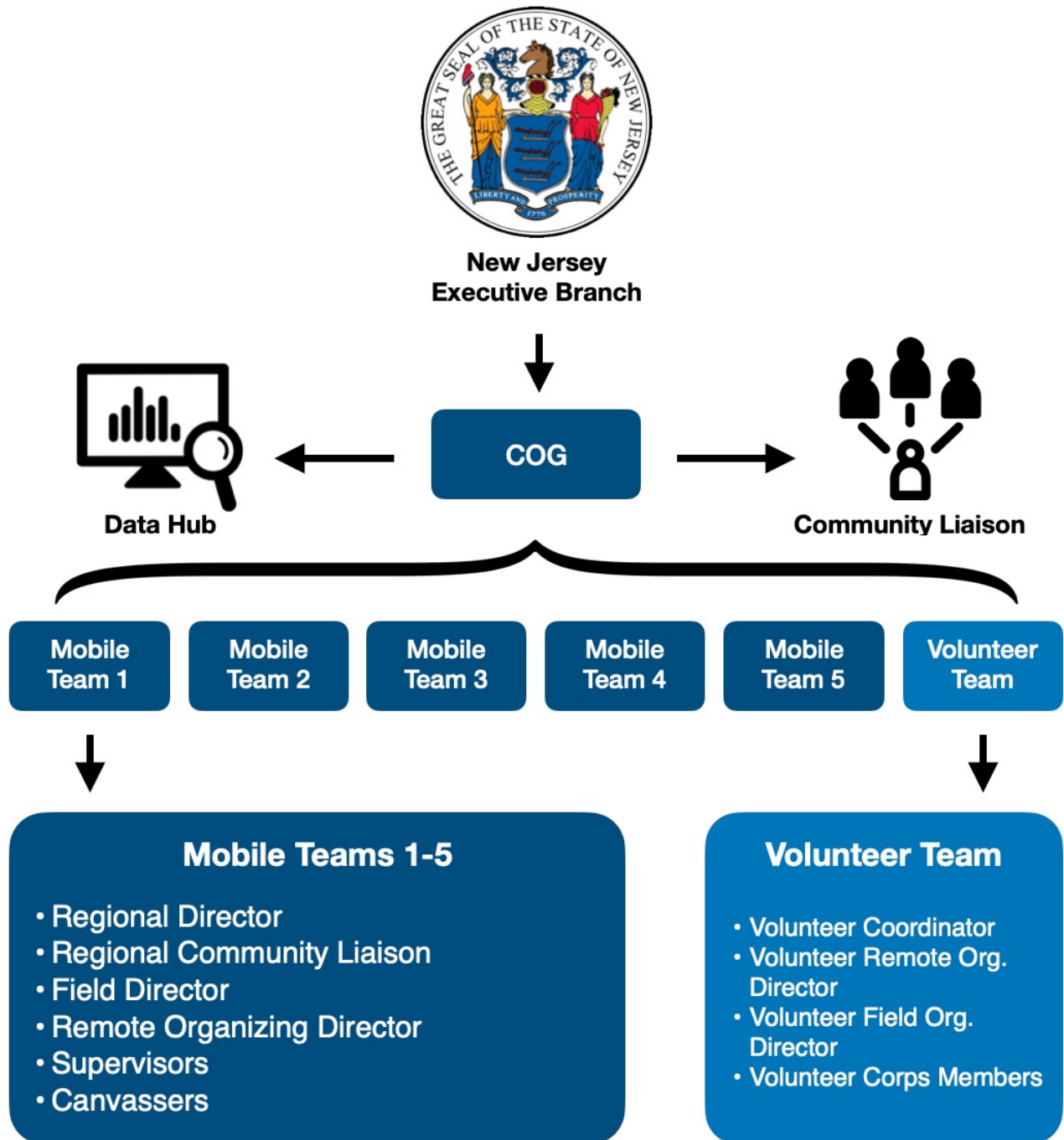






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## B. PROPOSED ORGANIZATIONAL CHART





## C. DEDICATED TEAM AND RESUMES

### LEADERSHIP

**Jessica Tamayo**  
**President, Civic Operations Group**  
**Washington, D.C.**

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**Languages Spoken:** English, Spanish, Portuguese and Mandarin

**Education:** Seton Hall University, BS Diplomacy and International Relations, BA Asian and Chinese Studies

- Founded COG after years of experience working in the non-profit sector abroad and in the United States for nearly a decade.
- Managed multiple large scale canvassing operations developing the best practices for recruitment, hiring, training and canvass accountability.
- Manages the nearly 250+ organizers for COG who have worked in 44 states.

**Elaina Estrin**  
**Vice President, Civic Operations Group**  
**Bayonne, NJ**

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**Languages Spoken:** English, Russian, Ukrainian, Arabic

**Education:** Seton Hall University, BS Diplomacy and International Relations, Modern Languages

- Managed over a dozen statewide issue-based operations across the country
- Heads the business outreach branch, securing dozens of yearly contracts with governments and non-profits
- Responsible for building all COG plans and incorporating all programmatic elements with other strategic partners
- Oversees all programmatic development, execution of deliverables, and staffing
- Manages relations with non-profit leadership and government agencies

**Karim Aziz**  
**Senior Project Manager, Civic Operations Group**  
**Bayonne, New Jersey**

---

**Languages Spoken:** English, Arabic, French

**Skills:** Excel, Statistical Analysis

**Education:** Rutgers University, Bachelor of Arts in Biology and Psychology

**WORK EXPERIENCE**

- Executed over 50 citizen outreach programs in 20 states including overseeing the recruitment, onboarding, training and in-field management of 10s of 1000s canvassers.
- Managed over \$30 million dollars in program costs in programs in New Jersey, Kentucky, Maryland, Michigan, Wisconsin, Pennsylvania, Florida, and Georgia.
- Deployed thousands of canvassers within hours of initial start time to begin providing relief in states of emergencies.
- Leads COG's targeting and modeling efforts to maximize effectiveness of programming.
- Developed and refined the COG's accountability mechanisms for real time data tracking.
- Developed and managed relationships with corporate, union, non-profit and labor clients
- Manages all program funding, resource allocation, and payroll spending.

**Edgar A. Santillan**  
**Senior Program Manager, Civic Operations Group**  
**North Bergen, New Jersey**

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**Languages Spoken:** English, Spanish

**Skills:** Microsoft office, Data Management

**Education:** University of Maryland, Bachelor of Science in Astronomy; North Bergen High School, North Bergen, NJ

**WORK EXPERIENCE**

- Managed over 30 municipal and statewide citizen outreach programs in 10 states including New Jersey.
- Deployed thousands of canvassers to communicate critical information with citizens within hours of initial project launch.
- Launched two New Jersey efforts to help spread awareness of the COVID-19 pandemic in the summer of 2020.
- Developed the company's canvasser performance technology.
- Developed COG's data tracking and penetration reporting systems.
- Prepared and implemented city-wide covid relief programs
- Oversaw the accountability of the field team.
- Trained Field Directors on canvassing software.
- Compiled weekly data reports and daily reports.
- Led remote outreach, consisting of phone and text banking.

**Lindsey Vaughn**  
**Regional Organizing Director, Civic Operations Group**  
**St. Louis, MO**

---

**Languages Spoken:** English

**Skills:** Data Management and Data Analysis

**Education:** Missouri College

**WORK EXPERIENCE**

- Managed over \$40 million in non-profit funding to help enrich the lives of the underserved in dozens of states including Missouri, Georgia, and New Jersey.
- Oversees the training program for new organizer recruitment.
- Administers the standards and systems for in-field, in-community canvasser recruitment.
- Manages the overall regional budget and executes the regional canvasser payrolls.
- Scheduled and coordinated meetings, phone-email conferences, booked travel arrangements, and maintained a calendar for management
- Developed the concise collection of informed messaging from canvasser conversations. Leads the training materials on the art of canvasser debrief.
- Conducted New Hire orientation, processed HR paperwork, maintained personal files, helped in pre-screening candidates for interviews
- Handled mailings, memorandums, agendas, presentations and forms.

**Shonda Burch**  
**Regional Organizing Director, Civic Operations Group**  
**Redford, MI**

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**Languages Spoken:** English

**Skills:** Microsoft office, Data Management

**Education:** J. Sargeant Reynolds Community College, Associate of Business Management and Administration

**WORK EXPERIENCE**

- Managed issue-based citizen outreach campaigns in New York, Louisiana, Georgia, and Mississippi in 2020.
- Oversees COG's community organizations and faith-based outreach for COG.
- Manages COG's compliance operations.
- Executes pre-program logistics efforts.
- Maintained and executed budgets worth well over \$5,000,000.
- Developed tracking systems for community organizations requests.

**Cory Ellis**  
**Program Manager, Civic Operations Group**  
**Washington DC**

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**Languages Spoken:** English, Advanced Modern Standard Arabic, Proficient Egyptian Arabic & Levantine Arabic

**Skills:** Microsoft office, Data Management

**Education:** George Washington University, Bachelor of Arts in Middle Eastern Studies and International Relations from University of Arkansas, Master of Arts in Middle Eastern Studies

**WORK EXPERIENCE**

- Managed dozens of field operations for a variety of campaigns ranging from political to non-profit.
- Lead's COG's organizer advancement and continuing education program.
- Developed COG's contactless on-boarding system for all canvassers and volunteers.
- Manages in-house research and opposition research for COG.
- Works with community based organizations to maximize program efficiency.
- Maximized projects' spending and budgetary framework to ensure nimble operations given client expectations
- Defined internal and external campaign materials including scripts, talking points, internal guidelines, and campaign literature

**Shawn Buckley**  
**Canvass Integrity Director, Civic Operations Group**  
**Flagstaff, AZ**

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**Language Spoken:** English

**Skills:** Data Analysis, Google Suite, Accountability

**WORK EXPERIENCE & EDUCATION**

- Lead developer of canvasser performance and data integrity tools.
- Administers COG's accountability and liabilities tools for multiple programs across multiple states.
- Managed multiple statewide citizen relief programs in Texas, New Jersey, and Maryland.
- Reported key qualitative and quantitative data to senior management
- Designed and created new canvassing and targeting techniques within VoteBuilder for constituent targeting

## HUB 1

**Sarah Almeida**  
**Senior Organizer, Civic Operations Group**  
**North Arlington, New Jersey**

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**Languages Spoken:** English, Portuguese, and Spanish

**Skills:** Organizational Management

**Education:** Associate of Science from Bergen Community College, Bachelor of Business Management from Rutgers Business School

### WORK EXPERIENCE

- Deployed hundreds of canvassers at critical moments across the state of New Jersey.
- Managed the expenses of multiple citizen outreach programs.
- Administrative Manager for Terrace Park Group
- Recruited, organized and supervises teams of 100+ volunteers and organizers for community outreach
- Designed and created new canvassing and targeting techniques within VoteBuilder for constituent targeting
- Build & logistically supported field plans with dynamic budgets & fundraising

**La'Ree Taylor**  
**Senior Organizer, Civic Operations Group**  
**Atlanta, GA**

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**Language Spoken:** English

**Skills:** Organizational Development, Strategic Planning & Analysis

**Education:** Alabama State University, Bachelor of Arts in Mass Communications

### WORK EXPERIENCE

- Deploys thousands of canvassers on any single day.
- Built relationships with community leaders and activists in over 50 U.S. cities and counties.
- Utilizes technology to provide top service during local, state and national emergencies
- Organizes staff and volunteers to meet and exceed volunteer recruitment, voter contact and voter turnout goals
- Successfully registered over 50,000 new registrations to vote leading up to the 2020 presidential elections and exceeded goals by 20,000 registrations
- Developed and managed over 20 local volunteer offices throughout the US for various campaigns and relief programs.

**Valentina Vargas**  
**Organizer, Civic Operations Group**  
**Bayonne, NJ**

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**Languages Spoken:** English and Spanish

**Skills:** Excel, Google Suite, Microsoft Suite

**WORK EXPERIENCE**

- Deployed hundreds of paid canvassers in local and statewide programs
- Trained recruiters to identify and fill canvassing and office positions
- Managed in-field supervisors and paid canvassers day-to-day activity and progress
- Coordinated volunteer efforts on various local campaigns

**Timmy R. Kimber**  
**Organizer, Civic Operations Group**  
**Hyattsville, Maryland**

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**Languages Spoken:** English

**Skills:** Data Management, Microsoft Suite

**Education:** Jackson State University, Bachelors of Science in Communications

**WORK EXPERIENCE**

- Managed a team of canvassers, recruiters and office staff
- Communicated progress to goals to senior management
- Oversaw the recruitment, hiring and training of canvassers and office staff
- Oversaw data collection and data management

**Joseph Winn**  
**Organizer, Civic Operations Group**  
**Alexandria, Virginia**

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**Languages Spoken:** English, Spanish

**Skills:** Minivan, Microsoft Suite

**Education:** James Madison University, Bachelors of Arts in Political Science

**WORK EXPERIENCE**

- Hired and recruited canvassers for campaigns in Maine and Georgia sending out 40 canvassers per day
- Led training and coaching of canvassers to most effectively use Minivan to meet door and contact goals
- Analyzed data to ensure accuracy and accountability across programs.
- Cured and Committed data for accuracy

## HUB 2

**Jacqueline Medina**  
**Senior Organizer, Civic Operations Group**  
**Jersey City, New Jersey**

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**Languages Spoken:** English, Spanish

**Skills:** Human Resources, Payroll Processing

### WORK EXPERIENCE

- Assisted in the development of all COVID-19 contactless onboarding tools.
- Managed recruitment teams that have trained 1000s of canvassers and volunteers.
- Interviewed and ran background checks for potential canvassers on a daily basis
- Validated time sheets and entered employee information and payroll data into the system
- Trained bilingual staff on effective canvassing strategies and techniques
- Identified strong staff, taught them leadership skills and promoted from within

**Nedim Novalic**  
**Organizer, Civic Operation Group**  
**St. Louis, MO**

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**Languages Spoken:** English, Bosnian, Croatian Conversational Languages: Slovenian, Macedonian, Serbian

**Skills:** Microsoft Office Suite, Google Suite

**Education:** Fontbonne University, Bachelor of Science and Marketing

### WORK EXPERIENCE

- Conduct daily training ranging from 1-2 hours on protocols and procedures of the campaign and also instruct them on how to use the app for recording results in the field.
- Manage spreadsheets for the campaign in regard to recruitment, training and payroll.
- Conducts daily team planning sessions.



**Marissa Mulligan**  
**Organizer, Civic Operations Group**  
**Washington, DC**

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**Language Spoken:** English

**Skills:** Payroll Processing, HR verification, Recruitment

**Education:** The Catholic University of America, B.A. Political Science and a Minor in Media and Communications

**WORK EXPERIENCE**

- Developed and tailored interview questionnaires for multiple statewide campaigns
- Oversaw employee HR information and payroll data processing
- Responsible for internal staff development

**Julia Panepinto**  
**Organizer, Civic Operations Group**  
**Lewiston, ME**

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**Language Spoken:** English and Spanish

**Skills:** Intern Management, Recruitment, Public Speaking, Team building

**Education:** Bates College, Bachelor of Arts. in Rhetoric with Minors in Education and Spanish

**WORK EXPERIENCE**

- Oversaw statewide recruitment and development efforts of canvassers and office staff in 2 statewide operations
- Managed scheduling duties utilizing confirmation calls and texts and built out a custom CRM for canvasser hiring
- Manages expansive operating budgets across multiple programs in multiple states.

## HUB 3

**Mohamad Abouelkhair**  
**Senior Organizer, Civic Operations Group**  
**Bayonne, New Jersey**

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**Languages Spoken:** English, Arabic

**Skills:** Excel, Canvass Management

**Education:** Rutgers University in Brunswick, Biomedical Engineering

### WORK EXPERIENCE

- Overseen dozens of statewide canvassing efforts in New Jersey, Texas, Maryland, and Georgia.
- Serves as COG's Muslim community relations manager.
- Managed the hiring system for over 20,000 newly recruited canvassers.
- Tracked and assessed organizers, recruiters, and office staff work productivity
- Oversaw day to day operations in field offices
- Maintained and tracked program spending and logistics

**Andressa Soares**  
**Executive Assistant, Civic Operations Group**  
**Hyattsville, Maryland**

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**Languages Spoken:** English

**Skills:** Data Management, Microsoft Suite

**Education:** Rutgers University, Bachelor of Science Accounting

### WORK EXPERIENCE

- Lead organizer for multiple municipal citizen outreach efforts in New Jersey, Maryland, New York and Georgia.
- Creates project expense summaries and budget reports
- Manages payroll and HR document collection and filing
- Works with our compliance team with all canvasser onboarding.

**Kristen Carita**  
**Senior Organizer, Civic Operations Group**  
**New York, New York**

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**Languages Spoken:** English

**Skills:** Social Media, Copy Editing

**Education:** East Carolina University, Bachelor's of Science in Political Science, Bachelor of Arts in Communications, Public Relations concentration

**WORK EXPERIENCE**

- Serves as the liaison between the direct voter contact and social media branches of the programing to help ensure consistent messaging between all divisions
- Researcher for multiple resource compilations.
- Wrote and edited copy for write ups, blog posts, and graphics
- Interacted with Facebook audience to answer questions, provide resources and actively combat misinformation
- Tracked trends and themes between social media and direct voter contact across all 3 states

**Jason Ramos**  
**Recruitment Lead, Civic Operations Group**  
**Newark, New Jersey**

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**Languages Spoken:** English and Spanish

**Skills:** Recruitment, Hiring

**Education:** Union Township High School

**WORK EXPERIENCE**

- Created and executed a comprehensive recruitment plan with target locations and quantitative goals
- Interviews, onboarded and trained new canvassers
- Oversaw the recruitment and training of bilingual canvassers

**Chris Camacho**  
**Organizer, Civic Operations Group**  
**Bayonne, New Jersey**

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**Language Spoken:** English, Spanish

**Skills:** Recruitment, Microsoft Suite

**WORK EXPERIENCE**

- Deployed hundreds of paid canvassers in local and statewide programs
- Trained recruiters to identify and fill canvassing and office positions
- Managed in-field supervisors and paid canvassers day-to-day activity and progress
- Coordinated volunteer efforts on various local campaigns

## HUB 4

**James Mays**  
**Senior Organizer, Civic Operations Group**  
**Lexington, KY**

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**Languages Spoken:** English

**Skills:** Computer Skills with Mac and Windows OS, VAN/ MiniVAN, Recruitment, Training, Project Management

**Education:** University of Louisville, Bachelor of Arts in Communications

### WORK EXPERIENCE

- Manage recruitment, onboarding, training and in-field supervision efforts for multiple citizen outreach programs in over 5 states.
- Serves as COG's daily briefing coordinator, responsible for dissemination parallel tracking cultural proficiency talking points across all programming.
- Manages the turf allocation and regional targeting.

**Janelly Concepcion**  
**Organizer, Civic Operations Group**  
**Paterson, New Jersey**

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**Languages Spoken:** English, Spanish

**Skills:** Team management, Recruitment

**Education:** Passaic County Community College, Associate of Arts in General Education

### WORK EXPERIENCE

- Manages local and regional hubs to execute highly effective and targeted canvasses.
- Communicated daily progress to goals to senior management
- Oversaw the administrative duties in recruitment, hiring and training of canvassers and office staff

**Blake Yoder**  
**Senior Organizer, Civic Operations Group**  
**Seattle, WA**

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**Language Spoken:** English

**Skills:** Data Analysis, Google Studio, Microsoft Office

**Education:** B.A. Political Science, Columbia College

**WORK EXPERIENCE**

- Managed field operations for a variety of campaigns ranging from political to non-profit
- Managed the daily operations and training of office staff, data operations, supervisors, and canvassers
- Created Data Studio reports that were directly tied with google sheets to continuously track and monitor our daily operations
- Oversaw accountability for multiple programs statewide

**Harper Winston**  
**Organizer, Civic Operations Group**  
**Pitman, NJ**

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**Languages Spoken:** English

**Skills:** Management, Leadership, Training

**Education:** Rowan University, Bachelor of Arts in Political Science

**WORK EXPERIENCE**

- Experience in all roles in field organizing - recruiting, training, administration, and office leadership
- Responsible for analyzing statewide data collected weekly to adjust messaging and targeting.

## HUB 5

**Ariagna Perello**  
**Organizer, Civic Operations Group**  
**Newark, NJ**

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**Languages Spoken:** English, Spanish

**Skills:** Office administration, Event Production, Notary Public, Community Outreach

### WORK EXPERIENCE

- Developed strategic customized plans and solutions to achieve target goals utilizing data and CRM tools
- Onboarded new employees, including orientation, paperwork auditing, and ADP data entry
- Conducted routine audits of I-9s, supervisor updates, headcount reports, employee handbook acknowledgement forms, and various other documents

**Moyah Dabla**  
**Senior Organizer, Civic Operations Group**  
**Mount Holly, NJ**

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**Languages Spoken:** English, Vai

**Skills:** Data Management, Microsoft Suite

**Education:** Rowan University and Rancocas Valley Regional High School

### WORK EXPERIENCE

- Oversaw multiple county-wide COVID outreach program
- Tracked and managed relevant data collected from constituency outreach
- Used quantitative and qualitative feedback from in the field to pivot campaign messaging
- Maintained and tracked program spending and logistics
- Member of Phi Beta Sigma

**Zechariah J. Davidson-Cunningham**  
**Organizer, Civic Operations Group**  
**Jersey City, New Jersey**

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**Languages Spoken:** English

**Skills:** Data Management and Data Analysis

**Education:** Le Moyne College, Bachelor of Arts in Political Science with Minor Degrees in Chemistry and Biology

**WORK EXPERIENCE**

- Recruited, organized and supervised teams of 100+ volunteers and organizers for community outreach.
- Designed and created new canvassing and targeting techniques within VoteBuilder for constituent targeting

**Bryson McDonald**  
**Recruitment Lead, Civic Operations Group**  
**Union, New Jersey**

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**Language Spoken:** English, German

**Skills:** Recruitment, Hiring

**WORK EXPERIENCE**

- Oversaw local recruitment operations of 100+ canvassers in 3 issue-based campaigns
- Interviews, onboarded and trained new canvassers
- Oversaw the recruitment and training of bilingual canvassers
- Created a recruitment plan with target locations and goals



**Benjamin Mitchell**  
**Organizer, Civic Operations Group**  
**Portland, ME**

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**Languages Spoken:** English

**Skills:** Research, Office Suite, Logistics Management, Training, VAN (Votebuilder and TargetSmart)

**Education:** Bachelor of Arts in Political Science from Clark University, Juris Doctor from University of Maine School of Law

**WORK EXPERIENCE**

- Created training materials and scripts to develop the communication and messaging skills of canvassers across multiple statewide efforts
- Compiled daily reports on canvasser results and voter input.
- Coordinates with supervisors and canvassers in the field to ensure accountability.

## HUB 6

**Martin Lomeli**  
**Senior Organizer, Civic Operations Group**  
**Baltimore, Maryland**

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**Languages Spoken:** English, Spanish

**Skills:** Organizational Management

**Education:** Morton College, Focus in Business Management and Biology

### WORK EXPERIENCE

- Managed volunteer training, voter registration, absentee, early voting and voter contact programs such as phone banks, texting programs and canvasses (volunteer and paid)
- Developed best practices for remote phone banking and text banking accountability tools.
- Manages dozens of remote organizing teams across multiple states.
- Recruited, organized and supervises teams of 100+ volunteers and organizers for community outreach
- Designed and created new canvassing and targeting techniques within government data files for constituent targeting

**Maisheda Lee Lucas**  
**Senior Organizer, Civic Operations Group**  
**Philadelphia, PA**

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**Languages Spoken:** English

**Skills:** Event planning, Community organizing

**Education:** Howard University, Bachelors of Arts Music Education

### WORK EXPERIENCE

- Worked with multiple unions and Labor partners to staff and implement plans for constituent engagement including work done in 5 states in 2020.
- Spearheads local grassroots and virtual events to recruit volunteers, spread messaging and gather real-time intelligence.
- Reports key qualitative and quantitative data to accountability and intelligence gathering teams for real-time knowledge of concerns from the field.
- Engages with local and regional community leaders to build capacity and regional support.

**Corrine Couch**  
**Organizer, Civic Operations Group**  
**Jersey City, NJ**

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**Languages Spoken:** English, Spanish

**Skills:** Google Suite, Microsoft 360

**Education:** Associate of Arts in Political Science and Behavioral Science from Santa Barbara City College,  
Bachelor of Arts in Political Science *magna cum laude* from University of Memphis

**WORK EXPERIENCE**

- Hires and trains new phone and text bankers for a fully remote constituency contact and messaging programs.
- Helped provide COVID-19 resources as well as actively combatting disinformation.
- Managed a team of over 20+ remote phone and text bankers.
- Manages the quality and accountability of 100K-200K text messages per day.
- Utilizes qualitative and quantitative feedback to fine tune campaign messaging.



CIVIC OPERATIONS GROUP

### III. PRICING

Below is a fee proposal for a dynamic field and remote organizing program in NJ. The fee proposal is based in part, on five hour shifts paying \$25/hr for canvass shifts and training, \$20/hr for phone and text banking shifts and training, \$30/hr for canvass supervisors, and \$25/hr for recruitment. During this time, the cost of recruiting, retaining canvassers, insurance, and liability have increased dramatically. However, the size and scope of this program can be scaled up or down, depending on programmatic needs.

This program with a tentative start date of June 1st 2021 operating through June 1st 2022. This program includes 9,000 door to door canvass shifts making a total of 728,737 knocks and 5,000 high traffic shifts making a total of 583,340 attempts. The field activity will be layered with 4,500 remote organizing shifts making 4,189,006 calls and sending approximately 1,001,252 texts. Our team would quickly ramp up operations in the first twelve weeks and be at capacity with 70 canvass shifts a day and 22 remote organizing shifts a day. On past programs, we have found that it takes multiple passes to a group of target residents to build trust and encourage an action such as signing up for the vaccine in real-time.

FEE PROPOSAL		Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Item	Description					
<b>Field Outreach</b>	Deploy 14,000 Canvass Shifts, 1,400 Supervisor Shifts	\$1,377,000	\$589,000	\$589,000	\$589,000	\$3,144,000
<b>Remote Outreach</b>	Deploy 4,075 Phone Banking Shifts, 425 Text Banking Shifts	\$303,000	\$151,000	\$151,000	\$151,000	\$756,000
<b>Canvass Support</b>	Canvasser Management Including Monitoring and Maintaining PPE Supplies, Transportation, Office Space, Printed Materials (including Branded T-shirts, Name Badges, Tote Bags, and Door-hangers), Tablets and Other Technology	\$780,000	\$310,000	\$310,000	\$310,000	\$1,710,000
<b>Recruitment and Training</b>	Recruitment and Training Activities Including Training and Deployment of Recruiters, Creation of Training Materials and Procedures, Hiring and Onboarding, and Human Resources	\$150,000	\$120,000	\$120,000	\$120,000	\$510,000
<b>Digital Outreach</b>	Asset Production, Social Media and Programmatic Advertising	\$200,000	\$100,000	\$100,000	\$100,000	\$500,000
<b>Community Liaison</b>	Manage Relationships Between Constituency Groups, Counties, and the Integrated Effort	\$200,000	\$200,000	\$200,000	\$200,000	\$800,000
<b>Management</b>	Includes High-level Oversight of Program, Data integrity by Data Director, Management of Canvassers/Organizers/Volunteers	\$160,000	\$160,000	\$160,000	\$160,000	\$640,000
<b>Legal &amp; Procurement Compliance</b>	Legal Review of Procurement Process and All Produced Materials and Communications for the Program, Ensure Compliance with all Federal and State Rules, Regulations, and Guidelines as it Relates to COVID-19 Funding Streams	\$75,000	\$66,000	\$66,000	\$66,000	\$273,000
<b>TOTAL</b>		<b>\$3,245,000</b>	<b>\$1,696,000</b>	<b>\$1,696,000</b>	<b>\$1,696,000</b>	<b>\$8,333,000</b>



CIVIC OPERATIONS GROUP

## **IV. APPENDIX**

- A. Required Forms, Registrations, and Certificates are below in the following order
1. MacBride Principles of Certification
  2. Ownership Disclosure Form
  3. Disclosure of Investigations and Other Actions Involving Bidder Form
  4. Source Disclosure
  5. Affirmative Action
  6. Insurance Certificates
  7. Disclosure of Investment Activities in Iran
  8. Business Registration
  9. Standard Terms and Conditions
  10. Waiver of the Standard Terms and Conditions
  11. MWBE Certification



# State of New Jersey Standard Terms and Conditions

(Revised 4/27/2021)

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. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

Unless the bidder/offeree is specifically instructed otherwise in the Bid Solicitation/Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeree would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeree must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeree's Proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.

### 1.1 CONTRACT TERMS CROSSWALK

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

## 2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws 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 bidder 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 bidder 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 <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.



## **2.2 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 Executive Order 151, August 28, 2009, attached) 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.

## **2.3 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 bidder's signature on [this proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [this 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 bidder'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 [this proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

## **2.4 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.

## **2.5 MACBRIDE PRINCIPLES**

The bidder 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.

## **2.6 PAY TO PLAY PROHIBITIONS**

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), and specifically, N.J.S.A. 19:44A- 20.21, 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.

## **2.7 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/>.

## **2.8 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).

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;

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;

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;

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;

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

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.

## **2.9 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.

## **2.10 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.

## **2.11 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.

## **2.12 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.

## **3. 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 NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

### **3.2 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 at (609) 292-9464.

### **3.3 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.

### **3.4 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.

### **3.5 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.

### **3.6 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.

### **3.7 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 and the contractor shall be required to so certify.

### **3.8 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.

### **3.9 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>.

### **3.10 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. 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](mailto: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.
- D. This \$1,000,000 amount may have been raised by the RFP when deemed necessary by the Director; and
- E. 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 c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

## 5. 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 CONTRACT AMOUNT

The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.

### 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.

## **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 Vendor {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 OR ASSIGNMENT**

- A. 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; and

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

#### **5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE**

Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

#### **5.10 MERGERS, ACQUISITIONS**

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.

#### **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**

The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless a longer period is required by law. Such records shall be made available to the State, including the Comptroller, for audit and review.

### **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.

## **6. 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 section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid 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](http://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 Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

#### **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. TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS**

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

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

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



Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS**

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

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

## **7.3 PROCUREMENT OF RECOVERED MATERIALS**

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

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

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

## **7.4 EQUAL EMPLOYMENT OPPORTUNITY**

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color,



religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

agency's primary responsibility for securing compliance.

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

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

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

#### **7.6 COPELAND ANTI\_KICK-BACK ACT**

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

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

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

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

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or



any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

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

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

### **Clean Air Act**

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.
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.

### **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

### 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.

### GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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](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

### 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.

### CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, 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.

## EXECUTIVE ORDER NO. 151 REQUIREMENTS

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

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

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

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

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

**State of New Jersey Standard Terms and Conditions**

(Rev: 4/27/2021)

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

Signature Jessica

Date May 4, 2021

Jessica Tamayo, President  
Print Name and Title

Civic Operations Group Inc  
Print Name of Contractor



**WAIVERED CONTRACTS SUPPLEMENT TO THE  
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS  
(Rev. 6/14/2018)**

- A. WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS** - This Supplement to the State of New Jersey Standard Terms and Conditions ("Supplement") shall apply to all contracts or purchase agreements made with the State of New Jersey ("State") under N.J.S.A. 52:34-9 or -10 ("Waivered Contracts"). The terms in this Supplement modify the terms of the New Jersey Division of Purchase and Property's Standard Terms and Conditions as may be updated from time to time ("Standard Terms and Conditions"). The combined terms of the Standard Terms and Conditions and this Supplement, in addition to the terms and conditions set forth in the Request for Proposal, Request for Quotation, and/or other agency request ("Solicitation"), if applicable, shall prevail over any conflicts set forth in or incorporated by reference into a contractor's proposal submitted in response to a Solicitation including any standard license, service or other agreement ("Contractor Standard Form Agreement").

The "Contract" shall consist of this Supplement, the Standard Terms and Conditions, the Solicitation, and the proposal submitted by the contractor.

The Standard Terms and Conditions are hereby incorporated by reference. Section numbering of the changes and additions enumerated below continue the number scheme of the Standard Terms and Conditions.

- B. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL GOODS, SERVICES, AND INFORMATION TECHNOLOGY WAIVERED CONTRACTS:**

**2.13 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 proposal. A contractor's failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a Contract to said contractor 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 receipt of the proposal. 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 proposal.

In the alternative, to comply with this section, 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.

**2.14 PROHIBITED INVESTMENT 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.

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**2.15 STATE'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES**

The State reserves the right to inspect the contractor's establishment before making an award, for the purposes of ascertaining whether the contractor has the necessary facilities for performing the Contract.

The State may also consult with clients of the contractor to assist the State in making a contract award that is most advantageous to the State.

**2.16 STATE'S RIGHT TO REQUEST FURTHER INFORMATION**

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the contractor's financial capabilities to perform the Contract. Further, the Director reserves the right to request a contractor to explain, in detail, how the proposal price was determined.

**2.17 DELIVERY TIME AND COSTS**

Unless otherwise noted elsewhere in the Solicitation, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in proposals shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). The contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. Thirty calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using Agency at any destination in the State of New Jersey unless otherwise specified.

No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the contractor's convenience when a single shipment is ordered.

The weights and measures of the State's Using Agency receiving the shipment shall govern.

**2.18 COLLECT ON DELIVERY (C.O.D) TERMS**

C.O.D. terms will not be accepted.

**2.19 CASH DISCOUNTS**

The contractor is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts.

Should the contractor choose to offer cash discounts the following shall apply:

- 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.

**2.20 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.

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- 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 Standard Terms and Conditions, 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.

**2.21 NEWS RELEASES & ADVERTISING**

- A. 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.
- B. 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.

**2.22 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.

**3.8 PERFORMANCE SECURITY**

If performance security is required, such security must be submitted with the bid in the amount listed in the Solicitation. N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. A properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey,
2. A certified or cashier's check drawn to the order of "Treasurer, State of New Jersey," or
3. An irrevocable letter of credit issued by a federally insured financial institution and naming "Treasurer, State of New Jersey," as beneficiary.

The Performance Security must be submitted to the State within 30 days of the effective date of the Contract award and cover the period of the Contract and any extensions thereof. Failure to submit performance security may result in cancellation of the Contract for cause and nonpayment for work performed.

Although the performance bond is required for the full term of the Contract, the Director recognizes that the industry practice of sureties is to issue a one (1) year performance bond for goods and services contracts. Thus, the contractor is permitted to submit a one (1) year performance bond for the amount required under the Contract and, on each succeeding anniversary date of the Contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the Contract. This procedure will remain in place for each year of the Contract thereafter until the termination of the Contract. Failure to provide such proof on the anniversary date of the Contract shall result in suspension of the Contract, and possibly, termination of the Contract.

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For performance bonds based on a percentage of the total estimated Contract price. On each anniversary of the effective date of the Contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFQ performance bond percentage to the outstanding balance of the estimated amount of the Contract price to be paid to the contractor.

In the event that the Contract price is increased by a Contract Amendment, the contractor may be required to provide, within 30 calendar days of the effective date of the Contract Amendment, performance bond coverage for the increase in Contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth above to the increase in Contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

**3.9 RETAINAGE**

If retainage is required on the Contract as stated in the Solicitation, the state and/or agency will retain the stated percentage or retainage from each invoice. Payment of retainage will be authorized after satisfactory completion and submission of all services, deliverables or work products by the contractor and acceptance by the agency of all services, deliverables or work products required by the Contract.

For ongoing contracts, the agency will retain the stated percentage of each invoice submitted. At the end of the three (3) month period after payment of each invoice, the agency will review the contractor's performance and if performance has been satisfactory, the agency will release the retainage for the preceding three (3) month period. Following the expiration of the Contract, retained fees will be released to the contractor after certification by the agency's project manager, if any, that all services have been satisfactorily performed.

**3.10 SUBCONTRACTOR UTILIZATION PLAN**

A contractor that will subcontract any of the work or services to be provided under the Contract shall submit to the agency along with its proposal a Subcontractor Utilization Plan located at the following webpage: <http://www.state.nj.us/treasury/purchase/forms/subcontracting.pdf>. See also Section 5.8 of the Standard Terms and Conditions.

**5.17 CONFIDENTIALITY**

- a. The State's obligation to maintain the confidentiality of the contractor's confidential information provided to the State under the Contract is conditioned upon and subject to the State's obligations under the New Jersey Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA"), the New Jersey common law right to know, and any other lawful document request or subpoena.
- b. By virtue of the Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose only information that is required for the performance of their obligations under the Contract. The 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 ("Contractor Confidential Information"). Notwithstanding the previous sentence, the contractor acknowledges the terms and pricing of the Contract are subject to disclosure under OPRA, the New Jersey 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 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).
- 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



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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 parties agree to hold each other's Confidential Information in confidence, using at least the same degree of care in doing so that it uses to protect its own confidential information.
- f. 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 the contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such request. The contractor shall take any action it deems appropriate to protect its documents and/or information.
- g. In addition, in the event the contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, the contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and the 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.
- h. Notwithstanding the requirements of nondisclosure described in this Section 5.17, 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 the contractor does not exercise its rights as described in subsection (f), or if the contractor is unsuccessful in defending its rights as described in subsection (f), or (iv) in the case of the contractor, if the contractor determines the documents or information are subject to disclosure and the State does not exercise its rights as described in subsection (g), or if the State is unsuccessful in defending its rights as described in subsection (g).

**C. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS APPLICABLE TO SERVICES AND INFORMATION TECHNOLOGY WAIVERED CONTRACTS:**

**4.2 INSURANCE**

The following paragraph D is added to section 4.2 of the Standard Terms and Conditions:

- D. Professional Liability Insurance: When it is common to the contractor's profession to do so, the contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

**5.18 OWNERSHIP**

Capitalized terms used but not defined are defined in Subsection D of this Supplement, below.

- a. Contractor Intellectual Property; COTS and Customized Software – The contractor retains ownership of all Contractor Intellectual Property, and any modifications thereto and derivatives thereof, that the contractor supplies to the State pursuant to the Contract. The contractor grants the State a non-exclusive, perpetual royalty-free license to use Contractor Intellectual Property delivered to the State for the purposes contemplated by the Contract.

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- b. Third Party Intellectual Property – Unless otherwise specified in the Solicitation that the State, on its own, will acquire and obtain a license to Third Party Intellectual Property, the contractor shall secure on the State's behalf, in the name of the State and subject to the State's approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Contract at no additional cost to the State beyond that in the bid price. Under no circumstances will the State accept a license for Third Party Intellectual Property that contains terms and conditions that conflict with the terms and conditions of the Contract. If the contractor uses Third Party Intellectual Property, the contractor must indemnify the State for infringement claims with respect to the Third Party Intellectual Property. The contractor agrees that its use of Third Party Intellectual Property shall be consistent with the license for the Third Party Intellectual Property, whether supplied by the contractor, secured by the State as required by the Solicitation, or otherwise supplied by the State.
- c. Work Product; Custom Software – The State owns all Custom Software which shall be considered "work made for hire", i.e., the State, not the contractor, subcontractor, or third party, shall have full and complete ownership of all such Custom Software. To the extent that any Custom Software may not, by operation of the law, be a "work made for hire" in accordance with the terms of the Contract, contractor, subcontractor, or third party hereby assigns to the State, or the contractor shall cause to be assigned to the State, all right, title and interest in and to any such Custom Software and any copyright thereof, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.
- d. Work Product; Services – The State owns all Deliverables developed for the State in the course of providing Services under the Contract, including but not limited to, all data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the Services required under the Contract.
- e. State Intellectual Property – Data and Background Information. The State owns all State Intellectual Property and State data and background information provided to the contractor pursuant to the Contract. The State's data and background information shall include, without limitation, all data, technical information, and materials provided to the contractor by the State to facilitate performance of the Contract, including but not limited to all reports, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents. The items described in the preceding sentence shall be delivered or returned to the State of New Jersey upon thirty (30) days' notice by the State or thirty (30) days after the expiration or termination of the Contract. Only to fulfill the purposes of the Contract does the State grant the contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of State Intellectual Property and State data and background information. Notwithstanding anything to the contrary contained in the Terms and Conditions or this Supplement, no part of the State's data will be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the Contract Manager. The State's license to the contractor is limited by the term of the Contract and the confidentiality obligations set forth in Section 5.17 of this Supplement.
- f. No Rights – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the contractor any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by the State. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by the contractor. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Third Party Intellectual Property that is now owned or subsequently owned by a Third Party.

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**D. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY WAIVERED CONTRACTS:**

**1.2 DEFINITIONS**

The following definitions shall apply to information technology contracts:

- i. The term "Acceptance" means the written confirmation by an Agency that the contractor has completed a Deliverable according to the specified requirements.
- ii. The term "Contractor Intellectual Property" means any intellectual property that is owned by the contractor and contained in or necessary for the use of the Deliverables or which the contractor makes available for the State to use as part of the work under the Contract. Contractor Intellectual Property includes COTS or Customized Software owned by the contractor, the contractor's technical documentation, and derivative works and compilations of any Contractor Intellectual Property.
- iii. The term Commercial Off the Shelf Software ("COTS") means Software provided by the contractor that is intended for general use.
- iv. The term "Custom Software" means Software and Work Product that is developed by the contractor at the request of the Agency to meet the specific requirements of the Agency and is intended for its use.
- v. The term "Customized Software" means COTS that is adapted by the contractor to meet specific requirements of the Agency that differ from the standard requirements of the base product.
- vi. The term "Deliverable" means the goods, products, Services and Work Product that the contractor is required to deliver to the State under the Contract;
- vii. The terms "goods" and "products" shall be deemed to include, without limitation, Software and Hardware.
- viii. The term "Hardware" shall be deemed to include computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.
- ix. The term "Information Technology Contract" shall mean, notwithstanding any definition in New Jersey Statutes, a Contract for one or more of the following: Hardware, Software, Services, telecommunication goods and services, and all related goods.
- x. The terms "Services" shall be deemed to include, without limitation (i) Information Technology ("IT") professional services; (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.
- xi. The term "Software" means, without limitation, computer programs, source codes, routines, or subroutines supplied by the contractor, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, Customized Software and Custom Software, unless the context indicates otherwise.
- xii. The term "State Intellectual Property" means any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.
- xiii. The term "Third Party Intellectual Property" means any intellectual property owned by parties other than the State or the contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.
- xiv. The term "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by the contractor or the contractor's subcontractors or a third party engaged by the contractor or its subcontractor pursuant to the Contract. Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Contractor Intellectual Property or Third Party Intellectual Property.

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**2.10 COMPLIANCE - LAWS**

The following is added to section 2.10 of the Standard Terms and Conditions:

**COMPLIANCE – DATA AND PRIVACY LAWS** – The contractor must comply with all State and Federal data and privacy laws, rules and regulations applicable to both the contractor and the State under the Contract.

**4.1 INDEMNIFICATION**

Section 4.1 of the Standard Terms and Conditions is deleted in its entirety and replaced with the following:

**INDEMNIFICATION AND LIMITATION OF LIABILITY:**

1. INDEMNIFICATION - The contractor's liability to the State and its employees in third party suits shall be as follows:
  - a) The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
    - i. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under 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. The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in these Standard Terms and Conditions.
  - b) In the event of a claim or suit involving third-party Intellectual Property Rights, the contractor, at its option, may: (1) procure for the State the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties. The State will (1) promptly notify the contractor in writing of the claim or suit; (2) the contractor shall have control of the defense and settlement of any claim that is subject to subsection (a); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the contractor at its expense. Furthermore, neither the contractor nor any attorney engaged by the contractor shall defend the claim in the name of the State of New Jersey or any Agency, nor purport to act as legal representative of the State of New Jersey or any Agency, 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.
  - c) Notwithstanding the foregoing, the 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 the Contract with any product, device, or Software not supplied by the contractor; (2) the State's unauthorized alteration or modification of any product supplied under the Contract; (3) the contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides the contractor with such designs, specifications, requests, or instructions, the 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



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present potential issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update or modification to the product provided by the contractor.

- d) The contractor will be relieved of its responsibilities under subsection (a)(i) and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
- e) This section states the entire obligation of the contractor and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and the contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.
- f) 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.
- g) The contractor agrees that any approval by the State or Using Agency 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.
- h) 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(2) of this Supplement and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.

**2. 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(1)(a)(i) and (ii) of this Supplement which results in an unaffiliated third party claim. This is the contractor's exclusive remedy for these claims.

**3. LIMITATION OF LIABILITY**

- a) The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance of, or in any manner related to, the Contract for any and all claims, shall be limited in the aggregate to 200% of the fees paid to the contractor for the products or Services giving rise to such damages, except that such limitation of liability shall not apply to the following:
  - i. The contractor's indemnification obligations as described in Section 4.1(1) of this Supplement; and
  - ii. The contractor's breach of its obligations of confidentiality described in Section 5.17 of this Supplement; and
- b) The contractor shall not be liable for consequential or incidental damages.

**5.11 CONTRACTOR PERFORMANCE WARRANTIES**

Section 5.11 of the Standard Terms and Conditions is deleted in its entirety and replaced with the following:

**1. COTS and Customized Software**

- a. Unless the Contractor Standard Form Agreement provides greater coverage as determined by the State, in its sole discretion, the contractor warrants that COTS and Customized Software products licensed to the State shall operate in all material respects as described in the Solicitation and/or contractor technical documentation for ninety (90) days after Acceptance. The State shall

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notify the contractor of any COTS or Customized Software product deficiency within ninety (90) days after Acceptance. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.

- b. Except for the portion of the contractor's COTS or Customized Software product that intentionally contains one or more of the following for the purpose of anti-virus protection, the contractor warrants that, at the time of delivery and installation of the COTS or Customized Software provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the COTS or Customized Software, collect unlawful personally identifiable information on users, or prevent the COTS or Customized Software from performing as required under the Contract.
- c. In the event of any breach of this warranty, the contractor shall correct the product errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its usage and recover the fees paid to the contractor for the license and any unused, prepaid, technical support fees paid. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.
- d. The contractor does not warrant that COTS or Customized Software is error-free or that it will operate uninterrupted.

2. Custom Software

- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that Custom Software Deliverables shall operate in all material respects as described in the applicable specification documentation for one hundred and eighty (180) days after Acceptance. The State shall notify the contractor of any Custom Software deficiency within one hundred and eighty (180) days after Acceptance of the Custom Software Deliverable (the "Notice Period"). Where the contractor is providing multiple Custom Software Deliverables over the term of the Contract, the Notice Period shall begin to run after the Acceptance of the final Custom Software Deliverable under the Contract. At that time, the State may assert defect claims relating to any and all of the Custom Software Deliverables provided under the Contract; however, the State may also assert claims earlier, in its discretion, without waiving the Notice Period.
- b. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.
- c. The contractor warrants that, at the time of Acceptance of the Custom Software Deliverable provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Custom Software, collect unlawful personally identifiable information on users, or prevent the Custom Software from performing as required under the Contract. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.
- d. In the event of any breach of this warranty, the contractor shall correct the Custom Software errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may recover a portion of the fees paid to the contractor for the Custom Software with the uncorrected defect or in the event that the Custom Software is still deemed, by the State in its sole discretion, to be usable by the State even with the uncorrected defect, the State may recover a portion of the fees paid to the

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contractor for the Custom Software (up to the total amount of such charges for such Custom Software) to reflect any reduction in the value of the Custom Software Deliverable as a result of the uncorrected defect. Under no circumstances does this warranty provision limit the contractor's obligations in the event of a breach of confidentiality.

- e. The contractor does not warrant that Custom Software is error-free or that it will operate uninterrupted.

**3. IT Services**

- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that all Services will be provided in a professional manner consistent with industry standards. The State shall notify the contractor of any Services warranty deficiencies within ninety (90) days from performance of the deficient Services.
- b. In the event of any breach of this warranty, the contractor shall re-perform the deficient Services, or if the contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the contractor for the deficient Services.

**4. Hardware**

- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that the equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. The contractor warrants that all equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. The contractor warrants that all new machines are to be guaranteed as fully operational for one (1) year from time of Acceptance by the State. For the avoidance of doubt, Acceptance with respect to Hardware in this subsection (d) shall occur no later than sixty (60) days after delivery, as evidenced by a signed delivery receipt. The contractor shall render prompt service without charge, regardless of geographic location.
- d. The contractor warrants that sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.
- e. The contractor warrants that trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. The contractor warrants that all Software included with the Hardware shall perform substantially in accordance with specifications, for one (1) year from the time of Acceptance. The contractor warrants that Software media will be free from material defects in materials and workmanship for a period of one (1) year from the date of Acceptance.
- g. In the event of any breach of this warranty, the contractor shall promptly repair, replace or refund the purchase price of product rejected for failure to conform with the contractor's product specifications.

- 5. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND THE CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

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**5.19      AUDIT NOTICE AND DISPUTE RESOLUTION**

To the extent the contractor's proposal or Standard Form Agreement permits the contractor to conduct periodic audits of the State's usage of the Contractor Intellectual Property provided thereunder, such provision is amended to include the following audit notice and dispute resolution process:

- a. **AUDIT NOTICE** – Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, in the event that the contractor seeks to exercise a right in its proposal or Standard Form Agreement to audit the State's use of Contractor Intellectual Property, the contractor shall deliver simultaneous written notice, no less than thirty days in advance of the audit start date (unless the contractor's notice provides a longer notice period), to the:
  - i. Director of the New Jersey Department of Treasury, Division of Purchase and Property:  
Procurement Bureau, Technology Unit  
P.O. Box 230  
Trenton, NJ 08625-0230
  - ii. Chief of Staff of the New Jersey Office of Information Technology:  
Office of the Chief Technology Officer  
300 Riverview Plaza  
Trenton, NJ 08625
  - iii. State Contract Manager.

The notice shall reference the specific audit provision(s) in the contractor's proposal or Standard Form Agreement being exercised and include copies of same, specify the means by which the contractor will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.

- b. **AUDIT DISPUTE RESOLUTION** -- If the State, in good faith, provides the contractor with written notice of an alleged error in the amount of underpaid fees due the contractor as a result of an audit (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as "Representative") to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to perform their respective obligations under the Contract while they endeavor to resolve the dispute under this paragraph.
- c. **STATE NOT LIABLE FOR AUDIT COSTS** -- Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, the State will not reimburse the contractor for any costs related to an audit.
- d. **NO AUDIT RIGHT CREATED** -- In the event that the contractor's proposal or Standard Form Agreement does not permit audits of the State's usage of Contractor Intellectual Property, Section 5.19 of this Supplement shall not be interpreted to provide such an audit right.



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**I HEREBY ACCEPT THE TERMS AND CONDITIONS  
OF THIS CONTRACT**

Jessica  
Signature

May 4, 2021  
Date

Jessica Tamayo, President  
Print Name and Title

Civic Operations Group Inc.  
Print Name of Contractor