

**New Jersey Department of Health
Office of the Commissioner
Request for Quote for Turnkey Vaccine Administration Services**

1.0 INFORMATION FOR BIDDERS

Question and Answer Period:

Bidders must submit questions to centralprocurement@doh.nj.gov by 12 PM EST on Wednesday, June 9, 2021.

Proposals Due:

Bidders must submit proposals to centralprocurement@doh.nj.gov by 12 PM EST on Thursday, June 17, 2021.

1.1 PURPOSE AND INTENT

This Request for Quote (“RFQ”) is issued by the New Jersey Department of Health (“NJDOH” or “Department”). The purpose of this RFQ is to solicit Quotes from qualified Bidders that would like to become a Vaccination Provider for the provision of Turnkey Vaccine Administration Services.

The State of New Jersey (“State”) anticipates this RFQ may result in a multi-vendor Contract award as the RFQ is structured to address the best interest of the State in each aspect of the required vaccination administration program. Therefore, the intent of this RFQ is to award one (1) or more Contract(s) to those responsible Bidder(s) whose Quote(s), conforming to this RFQ are most advantageous to the State, price and other factors considered. In the event that one (1) Contractor cannot provide all three (3) Turnkey Vaccine Administration Services as defined herein, the State will award no more than one (1) Contractor for each Service Type. The State may choose to award any and all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the Contract during the Contract term, when deemed by the Commissioner, Department of Health, or its designee, to be in the State’s best interest.

This RFQ is focused on soliciting Quotes from Bidders to fulfill all requirements within the following three (3) Turnkey Vaccine Administration Services types (also herein referenced as Service Types) Types:

- A. **Service 1:** Pop-Up Site Service (“PSS”);
- B. **Service 2:** Mobile Unit Services (“MUS”); and
- C. **Service 3:** Homebound Services (“HS”)

Bidders are not required to submit Quotes for all services in order to be considered for award. Interested Bidders can submit a Quote to provide one (1) or multiple outlined Service Types identified above as directed by RFQ Section 4.0, *Bidder Quote Preparation and Submission Requirements*. Quotes will be evaluated in accordance with RFQ Section 6.0, *Quote Evaluation*.

The State of NJ Standard Terms and Conditions (SSTCs) and the Waivered Contracts Supplement to the State of NJ Standard Terms and Conditions accompanying this RFQ will apply to all Contract(s) made with the State. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

The State may extend the awarded Contract(s) to the Department of the Treasury, Division of Purchase and Property (Division) - Procurement Bureau's Cooperative Purchasing Program participants after Contract award. The State requests the Bidder complete the Cooperative Purchasing Form indicating its willingness to extend the Contract's pricing and terms to Cooperative Purchasing Program participants. The Cooperative Purchasing Form is located on the [Division's website](#). These participants include quasi-State entities, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. Although the State, with the consent of the Contractor(s), may make use of any Contract resulting from this RFQ available to non-State Agencies, the State makes no representation as to the acceptability of any State RFQ terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

As a result of COVID-19's devastating impacts, New Jersey has built a robust COVID-19 vaccination program. In January 2020, the State of New Jersey started actively tracking the outbreak of a novel coronavirus. Since the COVID-19 public health emergency was declared through Executive Order No. 103 on March 9, 2020, New Jersey has mobilized a Statewide, data-driven COVID-19 response that includes healthcare capacity expansion, focus on vulnerable populations, scaling of testing, contact tracing and exposure notification mobilization, resource provision, and resiliency planning. The State informs COVID-19 efforts through transparent information to the public and through funding and technical guidance to local partners.

New Jersey began COVID-19 vaccination planning in the context of considerable unknowns regarding vaccine safety, efficacy, availability and timelines, federal distribution logistics, supplies, and funding resources, public demand, likelihood of community protection through vaccination, and other factors. As a result, the State is now looking to expand its vaccination program through the use of third-party vaccination providers providing the Turnkey Vaccine Administration Services as defined below:

- A. **Service 1: Pop-Up Site Service ("PSS")** – Provision of turnkey vaccination services as part of community-based initiatives with local stakeholders. Pop-up sites may vary in size (as demonstrated below). Pop-Up Sites may be at the direction of the NJDOH or other State agencies to ensure the vaccination of target populations.

Site size specifications are demonstrated below:

Site Type	Size Specification based on Vaccination Administration Total
Small	0-249 doses per day Estimated Throughput: Six (6) per hour/per lane
Medium	250-499 doses per day Estimated Throughput: Ten (10) per hour/per lane
Large	500 – 1,999 doses per day Estimated Throughput: 12 per hour/per lane
Mega	2,000+ doses per day Estimated Throughput: 12 per hour/per lane

- B. **Service 2: Mobile Unit Services (“MUS”)** – Provision of turnkey vaccination services to hard-to-reach and high-risk populations. MUS allow for the NJDOH to reach specific populations, including people who are underserved, high-risk groups, essential workers, and rural communities to name a few. These sites are coordinated by the NJDOH and in collaboration with local public health departments in indoor or outdoor settings, with support from local public health clinics, health care providers, pharmacies, community and faith-based organizations, employers, and other stakeholders; and
- C. **Service 3: Homebound Services (“HS”)** – Provision of vaccination services within a personal home setting to individuals who may be homebound due to medical conditions.

2.0 DEFINITIONS

Approved COVID-19 Vaccine Provider (Vaccine Provider) – The Entity that has an activated Centers for Disease Control and Prevention COVID-19 Vaccine Provider Agreement for the State of New Jersey.

Booster – An additional dose of an immunizing agent, such as a vaccine or toxoid, given at a time after the initial dose to sustain the immune response elicited by the previous dose of the same agent.

Community-Based Organization - Organization aimed at making desired improvements to a community's social health, well-being, and overall functioning. Community organization occurs in geographically, psychosocially, culturally, spiritually, and/or digitally bounded communities.

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

Department of Health (NJDOH or Department) – State department charged with improving population health by strengthening New Jersey’s health system.

Entity – Any agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to, as defined by the Cooperative Purchasing Program.

Faith-Based Organization - Organization whose values are based on faith and/or beliefs, which has a mission based on social values of the particular faith, and which most often draws its activists from a particular faith group.

Health Resources and Services Administration (HRSA) COVID-19 Uninsured Program – U.S. Department of Health and Human Services (HHS) program that permits claim reimbursement to healthcare providers and facilities for COVID-19 testing and treatment of the uninsured.

HRSA COVID-19 Coverage Assistance Fund (CAF) – HHS program that permits claim reimbursement to healthcare providers and facilities for COVID-19 testing and treatment of the underinsured.

New Jersey Immunization Information System (NJIS) - A free, confidential, population-based online system that collects and consolidates vaccination data for New Jersey's children and adults. The NJIS is the official Immunization Registry per the Statewide Immunization Registry Act, N.J.S.A. 26:4-131 et seq. (P.L. 2004, c. 138), implemented at N.J.A.C. 8:57-3.

New Jersey Vaccine Scheduling System (NJVSS) – A free, confidential system that is available for any COVID-19 Vaccine Provider in New Jersey to utilize for vaccine appointment scheduling, doses administered documentation, and reporting vaccination data to NJIIS.

Payer of Last Resort – Entity (also herein referenced as “Entity”) that is responsible for payment after all other programs have been pursued for enrollment and payment. Examples of other programs include, but are not limited to, private/public health insurance, employer-sponsored health insurance, Medicaid, and other State and Federal Programs.

Personal Protective Equipment - Equipment worn to minimize exposure to hazards that cause serious workplace injuries and illnesses.

Service Type – A category of turnkey vaccination services defined herein.

Vaccination Event – Scheduled vaccination service approved by the NJDOH.

3.0 SCOPE OF WORK – REQUIREMENTS OF THE CONTRACTOR(S)

3.1 GENERAL REQUIREMENTS

The following general requirements shall apply to all Service Types.

3.1.1 TURNKEY VACCINATION SERVICE TYPES & ADMINISTRATION

3.1.1.1 TURNKEY VACCINE ADMINISTRATION SERVICES

For each Service Type, the NJDOH will provide the awarded Contractor(s) with locations throughout the State and when appropriate, partner the awarded Contractor(s) with community stakeholders for Community or Faith-Based Organizations “CBO/FBO” local sites as outlined in Section 3.4.1.

The awarded Contractor(s) shall have the capacity to provide a turnkey vaccination administration solution seven (7) days per week and between the hours of 5:00 AM (Eastern Standard Time (“EST”)) to 11:00 PM EST. Turnkey Vaccine Administration Services include, at a minimum:

- A. An operation plan that can successfully administer all COVID-19 vaccine types;
- B. Administration planning and implementation, including the site logistical floor plans and clinic flow (space for queuing, registration for the DOH or Entity provided location, education/clinical questions, storage of vaccines, vaccine administration and preparation, and observation) for all Service Types;
- C. Staffing as referenced in Section 3.2 of this RFQ;
- D. Registration and scheduling;
- E. Reporting as referenced in Section 3.6 of this RFQ;
- F. Equipment;
- G. Garbage and Biohazard Waste Removal, including, but is not limited to, the removal of all hazardous and non-hazardous waste in compliance with all State, federal, and local requirements; and
- H. Cold Chain Management needed to operate all vaccine types and Service Types, as outlined in the Centers for Disease Control and Prevention (“CDC”) Vaccine Storage and Handling Toolkit <https://www.cdc.gov/vaccines/hcp/admin/storage/toolkit/storage-handling-toolkit.pdf> and the vaccine manufacturer’s guidance;
- I. Licensed/registered vehicles, where applicable; and
- J. The ability to simultaneously operate multiple Vaccination Events for the awarded Service Type, in each region of the state (North, Central, and South).

Note: Turnkey Vaccine Administration Services shall include the administration of a first, second, and/or Booster COVID-19 vaccination.

3.1.2 REQUIRED AGREEMENTS & TRAININGS

The awarded Contractor(s) shall complete and submit the following applications, agreements, and trainings within two (2) calendar days after Contract award.

- A. CDC Provider Agreement Application located at: <https://njiis.nj.gov/core/web/index.html#/newFacilityEnrollment>;
- B. On-demand COVID-19 provider training for NJIIS located at: <https://register.gotowebinar.com/register/1852127748320554508>;
- C. CDC COVID-19 vaccine training modules located at: <https://www2.cdc.gov/vaccines/ed/covid19/index.asp>; and
- D. Privacy & Security Requirements For New Jersey Covid-19 Point of Dispensing Sites and New Jersey Vaccine Scheduling System Access Confidentiality Agreement for access to the New Jersey Vaccine Scheduling System (NJVSS), herein attached as Attachment #1.

The Contractor(s) must obtain a New Jersey CDC Provider Agreement specifically approved for operation under this Contract. Additionally, the awarded Contractor(s) shall not commence services until all agreements have been approved and training completion is confirmed.

Note: The New Jersey COVID-19 Vaccine Provider Checklist can be found at: https://www.state.nj.us/health/cd/documents/topics/NCOV/COVID19_provider_checklist.pdf.

3.1.3 VACCINATION-RELATED STATE LAWS, ORDERS, DIRECTIVES, AND GUIDANCE

The Contractor(s) shall direct and setup multiple turnkey vaccination administration service sites throughout the State as required by the NJDOH and in accordance with all vaccination-related State laws, orders, directives, and guidance including, but not limited to, the below and all associated updates.

- A. Underlying State Laws
 - 1. New Jersey Emergency Health Powers Act:(N.J.S.A. 26:13-1 to -3, see especially N.J.S.A. 26:13-23);
 - 2. Statewide Immunization Registry Act (N.J.S.A. 26:4-131 to -138); and
 - 3. Regulations of the New Jersey Immunization Information System (N.J.A.C. 8:57-3).
- B. COVID-19 Point of Dispensing Expectations
 - 1. Executive Directive (“ED”) 20-035, *New Jersey Vaccine Education and Prioritization Plan Pursuant to N.J.S.A. 26:13-23*. [New Jersey Vaccine Education and Prioritization Plan Pursuant to N.J.S.A. 26: 13-23](#) (12/15/20); and
 - 2. New Jersey Interim COVID-19 Vaccination Plan v.2. [New Jersey Interim COVID-19 Vaccination Plan v.2](#) (Revised 12/15/20).
- C. COVID-19 Vaccine Administration Authorization
 - 1. ED 20-037 [Authorization for Members of the Healthcare Provider Community to Conduct COVID-19 Vaccination Administration](#) (1/6/21);

2. Division of Consumer Affairs Administrative Order (“DCA-AO”) [DCA-AO-2021-01 COVID immunization administration by pharmacists, pharmacy interns and externs to individuals ages three and over](#) (1/5/21);
 3. DCA-AO-2021-02 [Immunization administration by pharmacy technicians](#) (1/5/21);
 4. DCA-AO-2021-03 [Immunization administration by pharmacists, pharmacy interns and externs to children ages three and over](#) (1/5/21);
 5. [DCA-AO-2021-06](#) and Notice of Rule Adoption and Waiver (“DCA-W”) [DCA-W-2021-02 COVID Immunization Administration By Certified Medical Assistants](#) (2/19/21);
 6. [DCA-AO-2021-07](#) and [DCA-W-2021-03 COVID Immunization Administration By Additional Health Care Practitioners](#) (2/19/21); and
 7. [DCA-AO-2021-08](#) and [DCA-W-2021-04 COVID Immunization Administration By Health Care Practitioners-in-Training](#) (2/19/21).
- D. COVID-19 Reporting
1. EO 207 [Enrolling Residents Who Choose to Receive a COVID-19 Vaccine in the New Jersey Immunization Information System](#) (12/4/20);
 2. DCA-AO-2021-04 [Requires licensed health care providers who are authorized to administer vaccines to register and report to the NJIS when administering a vaccine for COVID-19](#) (1/5/21);
 3. New Jersey Department of Health. [Importance of Demographic Data Collection and Reporting to Ensure Equitable Access to COVID-19 Vaccines](#) (2/12/21); and
 4. New Jersey Vaccine Scheduling System Privacy Notice. <https://covidvaccine.nj.gov/privacy-notice/>.
- E. COVID-19 Population Prioritization
1. New Jersey Department of Health. [Phase 1A Healthcare Worker and Long-term Congregate Settings](#) (Revised 12/28/20);
 2. New Jersey Department of Health. [Phase 1B First Responders](#) (1/8/21); and
 3. New Jersey Department of Health. [Phase 1B Persons Aged 65 and Older and to Phase 1B Persons Aged 16 and Older with a Chronic Medical Condition](#) (1/13/21).

3.1.4 PROJECT LAUNCH MEETING

The Contractor(s) shall schedule and meet in person with the State Contract Manager (“SCM”) within five (5) business days after its Contract award. This meeting shall include discussion on topics including, but not limited to:

- A. Proper methods and channels of communication between the Contractor(s) and the SCM and any collaborators;
- B. Finalization of any preliminary plans submitted as part of the awarded Contractor’s Quote submission (i.e. Vaccine Waste Minimization Management Plan, Reference Section 4.1.3.1);
- C. Development of reporting format and mechanisms; and

- D. Any additional information pertinent to Contract(s) operation.

3.2 STAFFING

The Contractor(s) shall, at a minimum:

- A. Determine staffing needs, including clinical, administrative and logistical support. At a minimum, the Contractor(s) shall ensure that each site possesses adequate staffing of authorized vaccinators as well as operational, planning, logistical, financial, and administration staff;
- B. Provide staff that are bi-lingual in Spanish and incorporate a language service into the Contractor's operations for top languages spoken in New Jersey beyond English, including but not limited to Arabic, Bengali, Chinese (Mandarin, Cantonese and other Chinese languages), French, Haitian Creole, Gujarati, Hindi, Korean, Polish, Spanish, Tagalog, and Yiddish. The Contractor must provide the needed bi-lingual staff or incorporate a language service at all operational sites, regardless of Service Type.

3.3 ESTABLISHING A POINT OF DISPENSING

3.3.1 REGISTRATION AND SCHEDULING

The Contractor(s) shall at a minimum:

- A. Adopt and implement the New Jersey Vaccine Scheduling System (NJVSS) as part of its Turnkey Vaccine Administration Services for all Service Types;
- B. In accordance with each Service Type and site specification, the Contractor(s) shall, at a minimum, provide both scheduled and walk-up appointments, for applicable Service Types;
- C. Ensure that its operational plan separates on-site registration for scheduled appointments and walk-ups; and
- D. Accept registration and scheduling lists from the State's vaccine call center and all designated CBO/FBO program collaborations, as referenced in Section 3.4.1 herein.

3.3.2 STORAGE & HANDLING

The Contractor(s) shall, at a minimum:

- A. Ensure that COVID-19 vaccines are stored and handled properly from the time they are allocated to the Contractor, until they are administered to the vaccine recipient to maintain the cold chain, thus protecting the potency and effectiveness of the vaccine and ensuring vaccine recipients are fully and safely protected from vaccine-preventable diseases;
- B. Maintain proper storage and temperature monitoring equipment to meet the specific needs of the COVID-19 vaccine product(s). This includes the correct vaccine storage units whether a refrigerator, regular freezer, or ultra-cold freezer to maximize the product shelf life;

It is noted that purpose-built, also referred to as "pharmaceutical-grade," vaccine storage units are preferred and are designed specifically for storage of biological including vaccines;

- C. Store and handle COVID-19 vaccines under proper conditions, including maintaining cold chain conditions and chain of custody at all times in accordance with the vaccine-specific Emergency Use Authorization (EUA) or vaccine package insert, manufacturer guidance, and CDC guidance

in the Vaccine Storage and Handling Toolkit (herein referenced as “Toolkit”) and vaccine specific guidance available at <https://www.cdc.gov/vaccines/covid-19/index.html>;

- D. Monitor storage unit temperatures at all times, using a digital data logger that meets CDC specifications and has a current and valid certificate of calibration. The Contractor shall ensure that monitoring practices comply with guidance in the Toolkit;
- E. Transport vaccines in accordance with CDC and vaccine manufacture’s guidance using qualified containers and pack-outs (portable refrigeration units with digital data loggers). CDC guidance can be found at: <https://www.cdc.gov/vaccines/hcp/admin/storage/toolkit/storage-handling-toolkit.pdf>.

Note: Qualified containers and pack-outs are types of containers and supplies specifically designed for use when packing vaccines for transport. They are “qualified” through laboratory testing under controlled conditions to ensure they achieve and maintain desired temperatures for a set amount of time.

- F. Comply with immunization program guidance for handling temperature excursions;
- G. Monitor and comply with COVID-19 vaccine expiration dates;
- H. Preserve all records related to COVID-19 vaccine management for a minimum of three (3) years, or longer as required by the agreement or law of the jurisdiction;
- I. Comply with CDC instructions and timelines for disposing of COVID-19 vaccine and diluent, including used doses; and
- J. Ensure that all staff are trained and comply with the above-mentioned guidelines in accordance with the EUA.

The Contractor(s) can find detailed information regarding COVID-19 vaccine storage and handling requirements at CDC Vaccine Storage and Handling Toolkit at: <https://www.cdc.gov/vaccines/hcp/admin/storage/toolkit/index.html>.

3.3.3 VACCINATION ADMINISTRATION

The Contractor(s) shall develop a vaccination administration process that ensures at a minimum, the Contractor(s):

- A. Administer COVID-19 vaccine at no out-of-pocket cost to the recipient;
- B. May not deny anyone vaccination based on the vaccine recipient's coverage status or network status;
- C. May not charge an office visit or other fee if COVID-19 vaccination is the sole medical service provided;
- D. May not require additional medical services to receive COVID-19 vaccination;
- E. May seek appropriate reimbursement from a program or plan that covers COVID-19 vaccine administration fees for the vaccine recipient;
- F. Provides all Personal Protective Equipment in accordance with CDC guidelines;
- G. Comply with 2nd Dose Completion Process to ensure that for every 1st dose of vaccine administered, the recipient is scheduled for their 2nd dosage, where applicable, prior to departure from the site; and
- H. Finalize all required revisions of its Preliminary Vaccine Waste Minimization Management Plan provided at Quote submission and discussed during the Project Launch Meeting (Reference Section 3.1.4 herein) and submit to the SCM within five (5) business days after the Project Launch Meeting. The Final Vaccine Waste Minimization Management Plan shall become part of the Contract and shall ensure that all doses are used (i.e. for checklist- backup power; develop waitlist/call back list, etc.).

Additionally, the Contractor(s) shall ensure that:

- I. Within 24-hours after shipment received, begin administering newly received vaccines;
- J. Within three (3) full days after shipment received, administer and report at least 75% of available new 1st doses;
- K. Within six (6) full days after shipment received, administer and report 100% of available new 1st doses;
- L. For each given vaccine type, ensure that the 2nd dose is administered at the appropriate time interval;
- M. Minimize residual inventory (total 1st and 2nd doses on-hand after six (6) full days) by actively scheduling in advance and issuing 2nd dose reminders; and
- N. Within 48-hours after each dose is administered or by the above three (3) day/ six (6) day checkpoints, report each dose accurately and completely to the New Jersey Immunization Information System (NJIS).

3.3.3.1 VACCINATION OBSERVATION

The Contractor shall perform all vaccinations and post-vaccination observation periods as recommended by the Advisory Committee on Immunization Practices, the Centers for Disease Control and Prevention, and the vaccine manufacturer.

- A. Interim Clinical Considerations for Use of COVID-19 Vaccines Currently Authorized in the United States: <https://www.cdc.gov/vaccines/covid-19/info-by-product/clinical-considerations.html>; and
- B. Interim Considerations: Preparing for the Potential Management of Anaphylaxis after COVID-19 Vaccine
https://www.cdc.gov/vaccines/covid-19/clinical-considerations/managing-anaphylaxis.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fvaccines%2Fcovid-19%2Finfo-by-product%2Fpfizer%2Fanaphylaxis-management.html.

3.3.4 SAFE IMMUNIZATION PRACTICES

The Contractor(s) shall implement the CDC's Interim Guidance for Routine and Influenza Immunization Services during the COVID-19 Pandemic, which can be found at: <https://www.cdc.gov/vaccines/pandemic-guidance/index.html>.

3.4 SITE ACTIVATION

3.4.1 COMMUNITY-BASED PROGRAM COLLABORATIONS

Upon notification from the NJDOH, the Contractor(s) shall partner with a designated Community or Faith-Based Organization ("CBO/FBO"), or other designated Entities to provide Turnkey Vaccine Administration Services at designated community locations. As part of this collaboration the Contractor(s) must:

- A. Meet with the CBO/FBO/Entities as directed by the NJDOH for a Site Activation Meeting. As part of this meeting, the collaborating partners shall finalize a site location, date, and time for the vaccination event. Upon finalization, the CBO/FBO/Entities will provide the Contractor with a list of proposed vaccine recipients to be registered and scheduled;
- B. Upon receipt of the CBO/FBO/Entities provided list of proposed vaccine recipients, the Contractor(s) shall register and schedule all proposed recipients. The vaccine recipients should be registered and scheduled at least five (5) business days prior to the commencement of the Vaccination Event;
- C. As part of the registering and scheduling process, the Contractor(s) shall ensure the proposed vaccine recipient meets the current State eligibility requirements. In the event that the proposed vaccine recipient does not meet eligibility requirements, the Contractor(s) shall notify the CBO/FBO/Entities of such in writing and not move forward with registration and scheduling; and
- D. Administer vaccines based on the provided State allocation plan.

3.5 WRAPAROUND SERVICES

The Contractor(s) shall provide, if needed, at an additional cost to the awarded Service Type services firm fixed price, the following wraparound services:

- A. **Site Security** – Coordinate with the local and/or private business to provide site security, including traffic management. Site security shall be offered and priced in 120-minute (two (2) hour) increments of time;
- B. **Site Cleaning** – Provision and utilization of all cleaning products to ensure site meets sanitation requirements. This includes but is not limited to periodic cleaning to be completed throughout the course of the day. This includes the Contractor performing all site cleaning; and
- C. **Site Furnishing** – All furniture needed to carry out turnkey operations (i.e. space dividers, chairs, tables, etc.). Site furnishing shall be billed on a per day basis as set forth by the State-supplied price schedule.

3.6 REPORTING REQUIREMENTS

The Contractor shall enter all vaccination data into the New Jersey Immunization Information System (NJIS) and follow all reporting requirements set forth in the provider agreements referenced in Section 3.1 herein.

3.6.1 DAILY PROVIDER SITE REPORT

The Contractor(s) will receive a Provider Site Report via email on each day that it has a scheduled Vaccination Event. The Contractor(s) shall complete and submit the daily report for each Vaccination Event by 11:00 PM (Eastern Standard Time) on the same day in which the event was held.

Note: A Daily Provider Site Report sample is included as Attachment #2.

3.6.2 INCIDENT REPORTS

The Contractor (s) shall provide an Incident Report. The Incident Report shall provide emergency information on incidents that occur on-site immediately to the NJDOH Site Point-of-Contact (POC) and the SCM. The Contractor(s) shall report in writing all incidents, including accidents, delays in service, injuries, etc., to the site POC and SCM in writing by close of the business day following any adverse occurrence. All notifications of incidents reported to the POC and SCM shall be delivered by phone and include a follow-up email as referenced above.

3.7 PERFORMANCE REQUIREMENTS FOR DISPENSING

The Contractor(s) shall comply with, at a minimum, the below dispensing performance requirements:

- A. **Continued Readiness** – Comply with CDC Agreement and NJ Interim COVID-19 Vaccination Plan, remain up to date on provider trainings, and maintain vaccine storage and handling stewardship;
- B. **Eligibility** – Follow Statewide phasing and criterion, no supplemental patient documentation collected;
- C. **Communications** – Disburse EUA factsheets, provide interpretation, list site on COVID-19 Info Hub;

- D. Scheduling – Make appointments, offer the ability to operationally accept walk-ins, ensure data privacy and confidentiality ;
- E. Administration – Accommodate persons with disabilities. Achieve the following administration checkpoints:
 - 1. Day One (1) - Within 24-hours after shipment received begin administering new vaccines;
 - 2. Day Three (3) - Within three (3) full calendar days after shipment received, administer and report at least 75% of available new 1st doses; and
 - 3. Day Six (6) - Within six (6) full calendar days after shipment received, administer and report 100% of available new 1st doses.
- F. Multi-dose – Schedule and offer 2nd dose appointments to all 1st dose recipients at the designated EUA interval;
- G. Reporting – Timely complete NJIIS reporting within 48-hours, provide daily site report surveys, provide completed vaccination record card to each recipient, collect demographic data; and
- H. Billing – No insurance required, no balance billing, bill insurance for administration fee. Reference Section 3.8, *Billing*).

3.8 BILLING

The Contractor(s) shall develop, implement, and maintain a billing procedure for turnkey vaccination administration services that ensures, at a minimum:

- A. Administering COVID-19 vaccine regardless of the vaccine recipient’s ability to pay COVID-19 vaccine administration fees or coverage status.
- B. Obtaining reimbursement from a program or plan that covers COVID-19 vaccine administration fees for the vaccine recipient.
- C. Seeking no reimbursement, including through balance billing from the vaccine recipient.
- D. Ensuring that for every vaccine administered, the Contractor(s) attempts to bill for services in the following order:
 - 1. 1st – Vaccine recipient’s health insurance carrier (i.e. Private insurance carrier, Medicare, Medicaid);
 - 2. 2nd – In the event that the vaccine recipient does not have a health insurance carrier, the Contractor(s) shall then bill the Health Resources and Services Administration (“HRSA”) COVID-19 Uninsured Program;
 - 3. 3rd – In the event that the vaccine recipient's insurance claim is denied or not fully paid by a vaccine recipient’s health insurance carrier for the COVID-19 vaccine administration, the Contractor(s) shall apply for reimbursement to the HRSA COVID-19 Coverage Assistance Fund (CAF); and
 - 4. 4th - Payer of Last Resort: If payment is not resolved under the aforementioned options, the Contractor(s) shall bill the agency that has requested the testing service as the Payer of Last Resort.

4.0 BIDDER QUOTE PREPARATION AND SUBMISSION REQUIREMENTS

A Bidder's Quote submission shall include at a minimum:

4.1 TECHNICAL QUOTE

Bidders are not required to submit Quotes for all Service Types in order to be considered for award. In this section, the Bidder shall submit a Quote for one (1) or multiple Turnkey Vaccination Administration Service Types as defined in Section 1.2 – *Background*, and listed below:

- A. **Service 1:** Pop-Up Site Service;
- B. **Service 2:** Mobile Unit Services; and
- C. **Service 3:** Homebound Services.

A Bidder must clearly demonstrate its understanding of the requirements of the Service Type and present its approach to successfully complete the Scope of Work for each Service Type being bid on in its Technical Quote. The Bidder should include the level of detail it determines necessary to assist the evaluation committee in its review of the Bidder's Quote.

4.1.1 BIDDER CERTIFICATIONS AND LICENSURE

At the time of Bid Opening, the Bidder must possess adequate licensing to independently operate a vaccination administration program for the Service Type in which it is submitting a Quote. For each Service Type, the Bidder shall provide copies of all licensure and certifications.

In the event that a Bidder does not include this information, the State reserves the right to request said items. Upon request, the Bidder must provide the required information within one (1) business day of the original request.

4.1.2 MANAGEMENT OVERVIEW

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the demonstrated Scope of Work in a narrative format. This narrative should demonstrate to the State that the Bidder understands the objectives that the SOW is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the tasks identified. This narrative should demonstrate to the State that the Bidder's general approach and plans to undertake and complete the SOW are appropriate to the tasks and subtasks involved.

Mere reiterations of SOW tasks and subtasks are strongly discouraged, as they do not provide insight into the Bidder's approach to complete the tasks identified. The Bidder's response to this section should be designed to demonstrate to the State that the Bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate, and that the Bidder's Quote will lead to successful project completion.

4.1.3 CONTRACT MANAGEMENT

The Bidder shall describe its specific plans to manage, control and supervise the Contract to ensure satisfactory Contract completion according to the required schedule. The plan should include the Bidder's

approach to communicate with the SCM including, but not limited to, status meetings, and the required reporting identified herein, etc.

4.1.3.1 PRELIMINARY VACCINE WASTE MINIMIZATION MANAGEMENT PLAN

The Bidder shall provide a Preliminary Vaccine Waste Minimization Management Plan to ensure that no vaccines are wasted. The plan should demonstrate the Bidder's

- A. Storage and handling procedure;
- B. Plan for backup power to support the vaccines in the event of an outage; and
- C. A plan to fill no-show appointments with an on-call list.

4.1.3.2 MOBILIZATION PLAN

The Bidder shall provide a Mobilization Plan. The Mobilization Plan should demonstrate the Bidder's ability to ramp up multiple sites of varying sizes based on the Service Type it has submitting a Quote for. As part of the Mobilization Plan the Bidder should demonstrate:

- A. Time frame to mobilize (in calendar days);
- B. Number of sites/vehicles it can operationalize at one (1) time;
- C. Staffing Plan that demonstrates the Bidder's ability to cover all staffing requirements listed herein throughout the duration of the Contract; and
- D. Any additional information the Bidder deems important to demonstrate its ability to complete the scope of work.

4.2 ORGANIZATIONAL SUPPORT & EXPERIENCE

The Bidder shall include information relating to its organization, personnel, and experience. Information should include, but not be limited to, references, together with contact names and telephone numbers, evidencing Bidder's qualifications, and capabilities to perform the services required by this SOW.

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

4.2.1 LOCATION

The Bidder shall include the address of the Bidder's office where responsibility for managing the Contract will take place. The Bidder should include the telephone number and name of the individual to contact.

In the event that a Bidder does not include this information, the State reserves the right to request said items. Upon request, the Bidder must provide the required information within one (1) business day of the original request.

4.2.2 ORGANIZATION CHARTS

The Bidder should include a project organization chart, with names showing management, supervisory, and other key personnel (including subcontractor management, supervisory, or other key personnel) to be assigned to the project.

4.2.3 RESUMES

Detailed resumes shall be submitted for all management, supervisory, and key personnel to be assigned to the Contract. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this Contract. Resumes should include the following:

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

The Bidder should provide detailed resumes for each Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability, and experience relevant to that part of the work which the subcontractor is designated to perform. When a Bidder submits resumes pursuant to this paragraph, the Bidder shall redact the social security numbers, home addresses, personal telephone numbers, and any other personally identifying information other than the individual's name from the resume.

4.2.4 EXPERIENCE WITH PROJECTS OF SIMILAR SIZE AND SCOPE

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

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

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

4.3 STATE-SUPPLIED PRICE SHEET

The Bidder shall submit its pricing using the format set forth in the State-Supplied Price Schedule accompanying this RFQ.

Bidders are not required to provide unit pricing for all price lines within the Price Schedule; however, Bidders must follow the below directions and provide all required information for each price line being bid upon.

Bidders are cautioned that usage will vary based upon the needs of the State. The State may award any and all price lines. Prospective Bidders are advised that estimated quantities may vary throughout the Contract; There is no guaranteed minimum or maximum volume for these price lines.

Price Schedule Part A – Types of Services (Price Lines One (1) through three (3)):

The Bidder shall submit a firm-fixed unit price for each Turnkey Vaccination Administration Service Type for which it is bidding.

- A. **Service 1:** Pop-Up Site Turnkey Vaccine Administration Service;
- B. **Service 2:** Mobile Unit Turnkey Vaccine Administration Services; and
- C. **Service 3:** Homebound Turnkey Vaccine Administration Services.

Bidders shall only provide unit pricing for the price lines listed under Part A, that the Bidder is willing and fully able to provide, including all services specified by this RFQ, as applicable. Failure to provide all required information for a price line may result in the Quote being deemed non-responsive for that respective price line.

Price Schedule Part B – Wraparound Services Price Lines Four (4) through Six (6)

The Bidder **must** submit a firm-fixed unit price for each wraparound service listed in lines four through six.

The Bidder shall not alter the provided Price Schedule as doing so may result in a non-responsive Quote submission. Prices provided by the Bidders are considered firm fixed and not subject to change. No additional fees or costs shall be paid by the State unless there is a change in the scope of work, approved by the State. The State will not accept any assumptions regarding firm fixed pricing.

5.0 QUOTE EVALUATION

5.1 EVALUATION CRITERIA

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

5.1.1 TECHNICAL EVALUATION CRITERIA

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

- A. Personnel: The qualifications and experience of the management, supervisory, and key personnel assigned to the Contract, including the candidates recommended for each of the positions/roles required;
- B. 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 RFQ;
- D. Ability of firm to complete the Scope of Work based on its Technical Quote: The Bidder's demonstration in the Quote that the Bidder understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Contract; and

5.1.2 BIDDER'S STATE-SUPPLIED PRICE SHEET

Bidders will be ranked from lowest to highest according to the total Quote price located on the State-Supplied Price Sheet accompanying this RFQ.

6.0 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.

7.0 Required Forms:

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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>.

7.7 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.

7.8 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.

7.9 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

**New Jersey Department of Health
Request for Quote
Turn-Key Vaccine Administration Services
Price Schedule**

Bidder Name:			
Quote Opening Date:			
Quote Submission Date:			
*Price Line No.	Description (Tasks/Deliverables)	Unit of Measure	Firm-Fixed Unit Price (B)
Part A: Types of Service			
1	Pop-Up Site Turnkey Vaccine Administration Services. Reference RFQ Section 1.2, A)	Each Vaccine Administered	
2	Mobile Unit Turnkey Vaccine Administration Services (Reference RFQ Section 1.2, B)	Each Vaccine Administered	
3	Homebound Turnkey Vaccine Administration Services (Reference RFQ Section 1.2, C)	Each Vaccine Administered	
Part B: Wraparound Services			
4	Site Security (Reference RFQ Section 3.5 - Wraparound Services)	120 -Minutes	
5	Site Cleaning (Reference RFQ Section 3.5 - Wraparound Services)	Day	
6	Site Furnishings (Reference RFQ Section 3.5 - Wraparound Services)	Day	

**Turnkey Vaccine Administration Services
Amendment #1 Answers to Questions**

1. What is the ideal start date once a contract is awarded?

Ideally the first community pop-up(s) would start within 10 days of contract award.

2. Do you have locations/areas already or is that up to us to select?

The Department has identified priority counties and municipalities in accordance with current vaccination rates. Specific locations will need to be determined in collaboration the selected vendor to meet any necessary space and logistical needs.

3. Is this limited to county-wide, or also state & city-wide, and only limited to a certain population?

The Department is currently focused on the identified priority counties and municipalities noted in question #2. We ask that the selected vendor remain flexible to enable the agility to pivot as we use available data to address needs as they arise.

4.What type of vaccine are you using? (J&J, Moderna, Pfizer)

As the Department would like to offer residents choice, we will use all available vaccine types and tailor as necessary to ensure proper storage and transport according to the selected sites and needs.

5.Will all vendor questions be made public? If so, where will they be posted?

Yes.

6. Will the State consider use of vendor software? We are able to bill insurance with our software.

The state would need additional information from the selected vendor about the software in question to ensure it is suitable to meet the needs of the program and is in compliance with all state IT regulations and requirements.

7. Are there tentative throughput requirements?

As noted in the RFQ, the throughput requirements vary by site type and are as follows:

Site Type	Size Specification based on Vaccination Administration Total
Small	0-249 doses per day

	Estimated Throughput: Six (6) per hour/per lane
Medium	250-499 doses per day Estimated Throughput: Ten (10) per hour/per lane
Large	500 – 1,999 doses per day Estimated Throughput: 12 per hour/per lane
Mega	2,000+ doses per day Estimated Throughput: 12 per hour/per lane

8. Regarding the requirement for the partnership, does that need to be prior to an RFP being issued?

No, Vendors do not have to have established partnerships prior to contract award. NJDOH plans to connect the selected vendor to CBOs and FBOs in designated areas. If the selected vendor has site recommendations based on existing community ties, they are welcome to share with NJDOH for consideration and approval.

9. Is a faith-based organization of any size acceptable?

Yes, as long as they are prepared to meet the required throughput of their designated size type. Please see table in RFQ and above in question #7.



Ambulnz Holdings, LLC Proposal to the New Jersey Department of Health Office of the Commissioner (NJDOH)

JUNE 16, 2021

CONTACT

**ANTHONY CAPONE
PRESIDENT**



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Keeping Your State Safe

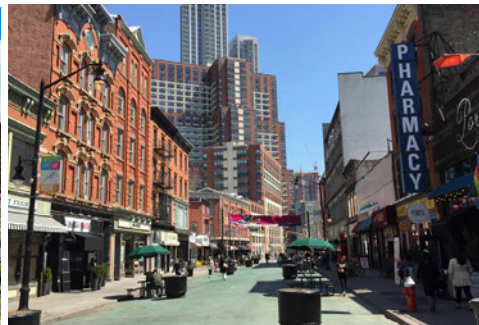




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Ambulnz is pleased to submit our proposal to the NJDOH for offering Turnkey Vaccine Administration Services through, Mobile Unit Services, and Homebound Services. We are proud to offer these services under the medical guidance of Jefferson Health - one of the leading hospital networks in NJ and PA.

Organizational Support and Experience:

Ambulnz has been providing medical transportation since January 2016 and offering turnkey testing for COVID-19 since April 2020 and offering COVID-19 vaccinations since December 2020. Ambulnz leverages clinical skills, technological ability, and institutional experience working in partnership with Dr. Mark A. Merlin of MD1 Medical Care PC to provide COVID-19 IgG antibody testing and a range of telehealth services.

Ambulnz is one of the largest ambulance companies in the U.S. and the U.K. We have over 2,000 full-time medically trained field staff in markets across the U.S., a fleet of over 400 ambulances, ambulettes, and mobile testing units. We have deep experience battling on the front lines of the COVID pandemic and have a demonstrated track record of quickly scaling up to meet public health needs. In addition to the thousands of medical personnel working as full-time employees at Ambulnz, our contracted affiliate network employs over 20,000 medical personnel. A significant number of our management personnel are Incident Command System (ICS) Command Staff (300 & 400) trained, and all of our field and operational staff are ICS 100, 200, 700, and 800 trained.

We are proud to have played a key role in the nation's response to the COVID-19 pandemic. We redeployed 80 EMTs and Paramedics and 36 of our vehicles to NY, NJ, and additional hard-hit markets. Ambulnz was the largest private ambulance company responding to COVID in NY. The work we did to help "flatten the curve" during the initial surge earned us a special EMS Week citation from the Governor of NYS. We have built a core competency around COVID-19 medical transport. Our operational procedures have been codified in a COVID-19 Policy Manual, which we have distributed both internally to our staff, and externally to our hospital partners who found the information invaluable.

Most recently, Ambulnz deployed over 200 medical personnel to perform COVID vaccinations at the Javits Center as part of the NYS Department of Health's (DOH) Operation Gotham Shield. This deployment was activated in less than 24hrs and fully ramped up in less than 48hrs. The team at Javits is operating 24/7 and administering over 10,000 vaccinations a day.

We have both experience and the capacity to operate and administer mass vaccination sites with a daily throughput capacity of more than 5000 vaccines. We are currently the largest NYS DOH vaccinator and ambulance provider to vaccination PODs in large mass vaccination sites in NYC as well as hard-to-reach rural areas (i.e., Albany, Potsdam, Corning, Oneonta, Syracuse, New Paltz, Plattsburgh as well as various large and small vaccination sites throughout the state).

Ambulnz has completed more than 16,000 COVID transports, performed over 1.5 million COVID-19 tests across the country, performing 30,000 tests per week, and administering thousands of COVID vaccinations per day. Our proposal is based on the extensive experience we have gained by helping lead the COVID-19 response in NY, PA, FL, CA, TX, TN, and CO. We are a leading provider of turnkey testing and vaccine solutions who have deployed teams to test at over 250 sites across the U.S., with plans to scale up to over 300 sites in July. We have experience with and are prepared to deploy staff to operate vaccination sites on a 24x7 basis to ensure maximum deployment of the vaccines at sites across the U.S.





We have been running public testing sites for municipalities in a number of cities across the U.S., including Jersey City, Miami, NY, Philadelphia, Phoenix, Aiken, and SC. These include fixed location, pop-up tents, and mobile testing units.

We have experience with high-volume, logistically challenging assignments, including the following ongoing projects (Experience with projects of similar size and scope):

NYC Health + Hospitals

Project Duration: December 1 – present

Number of people tested since the start of the project: +280,000

Number of people vaccinated since the start of the project: +1,000 per week

Number of vaccine administration data entered into State immunization information system/registry: 60,000

Number of mass vaccination clinics per week: 30

Budget: PO is up to \$100,000,000

Ambulnz was awarded both mobile testing and COVID vaccination projects for NYC Health and Hospitals. We built and launched a fleet of 50 mobile testing units that are operating on a seven-day-per-week schedule across the five boroughs, providing free PCR and rapid antigen testing to thousands of people per day. Based on the success of this program, we expanded our relationship with the NYC H+H to provide COVID vaccinations and are contracted to provide vaccines at 40 sites across the five boroughs.

The California Department of Corrections and Rehabilitation

Project Duration: July 1- present

Number of people tested since the start of the project: +200,000

Budget: \$6MM to date

Ambulnz was awarded the contract to test guards and administration at the California Department of Corrections and Rehabilitation – a total of 20 facilities located across the entire State. Since July, we have deployed a team of 40 EMTs and paramedics who test at up to 8 different locations per week, collecting 40K swabs per month in logistically challenging environments.

NYC Department of Homeless Services

Project Duration: July 1 – present

Number of people tested since the start of the project: +65,000

Number of vaccine administration data entered into state immunization information system/registry: 7100

Number of mass vaccination clinics per week: 50

Budget: \$10,150,033

Ambulnz has worked with the NYC DHS to test NYC's homeless population for COVID-19 since the beginning of July. We have deployed five separate teams – each containing seven EMTs/ Paramedics – that test residents and staff at 25 different shelters each week, location, scouting, marketing services to a population that is often not inclined to participate, and 24X7 results reporting. Now in our fourth cycle of the program, we have tested over 45,000 individuals for COVID-19, and are administering flu shots as well. Our testing participation rate of +30% at our shelters is far in excess of other testing vendors, and we have just been awarded additional sites as a result of this success.





Isabella and Menorah Nursing Homes

Project Duration: May 25 – present

Number of people tested since the start of the project: +38,000

When NY State mandated nursing homes test their employees 2x per week, Ambulnz jumped into action and has been providing testing for more than twenty different nursing homes across the NYS. As part of this effort, we have a dedicated team of 30 EMTs and paramedics testing staff at Isabella Nursing Home in Washington Heights and Menorah Nursing Home in Brooklyn each week. We provide both PCR nasal swab and IgG antibody testing, as well as 24x7 results reporting and customer support.

Municipal Testing Site Across Multiple States

Duration of Projects: May 1- present

Number of people tested since start of projects: +60,000

Our laboratory partners are all Clinical Laboratory Improvement Amendments (CLIA) and CAP certified and have FDA/EUA authorization to perform molecular PCR COVID testing. Some of our key partners and clients include Fresenius Medical Care, UCHHealth, Jefferson Health, City of Philadelphia, NYS Department of Health, City of Phoenix Housing Department, Miami-Dade County, Pennsylvania Department of Health, NFL, South Carolina Department of Health, Equinox, and RXR Realty.

Ambulnz teamed up with PharmScript, LLC, one of the nation's largest LTC pharmacies, to provide the Ambulnz Affiliate Network with over 400 pharmacy staff and logistics support. With PharmScript, we are also administering vaccines at SNFs under a contract with the Centers for Disease Control and Prevention (CDC).

We will be leveraging both our direct experience providing COVID testing and vaccinations, as well as our multi-year track record of operating a fleet of ambulances to deliver the highest levels of operational excellence for in-home, mobile, and pop-up vaccination clinics.

In addition to providing COVID-19 testing and vaccination programs, we have a proven track record of providing the following services: basic life support, advanced life support, critical care transports, bariatric transports, first aid and emergency medical services at special events, 9-1-1 emergency services, long-distance transports, inter-facility transports, air ambulance, ambulette (wheelchair accessible van), curb-to-curb transport, PICU/NICU equipped critical care transport emergency (911 level).

Ambulnz is a tech-forward company. With our team of over 50 engineers, we built HealthPoint – an efficient, adaptable, secure digital platform that enables us to provide turnkey COVID-19 testing and vaccination services at scale and integrate with local, state, and federal partners using HL7 protocols to ensure the safety of our patient data. HealthPoint contains a Vaccine Management System to ensure every dose is accounted for and tracked from shipment to storage to transport to seal being broken and inoculation being given. HealthPoint is integrated with the CDC's vaccine tracking system (vtrcks), and built to ensure privacy, protect personally identifiable information (PII) pursuant to the Privacy Act of 1974, and public health information (PHI), as appropriate per the Health Insurance Portability and Accountability Act (HIPAA), as applicable. HealthPoint is currently in the process of becoming ISO 27001 certified.

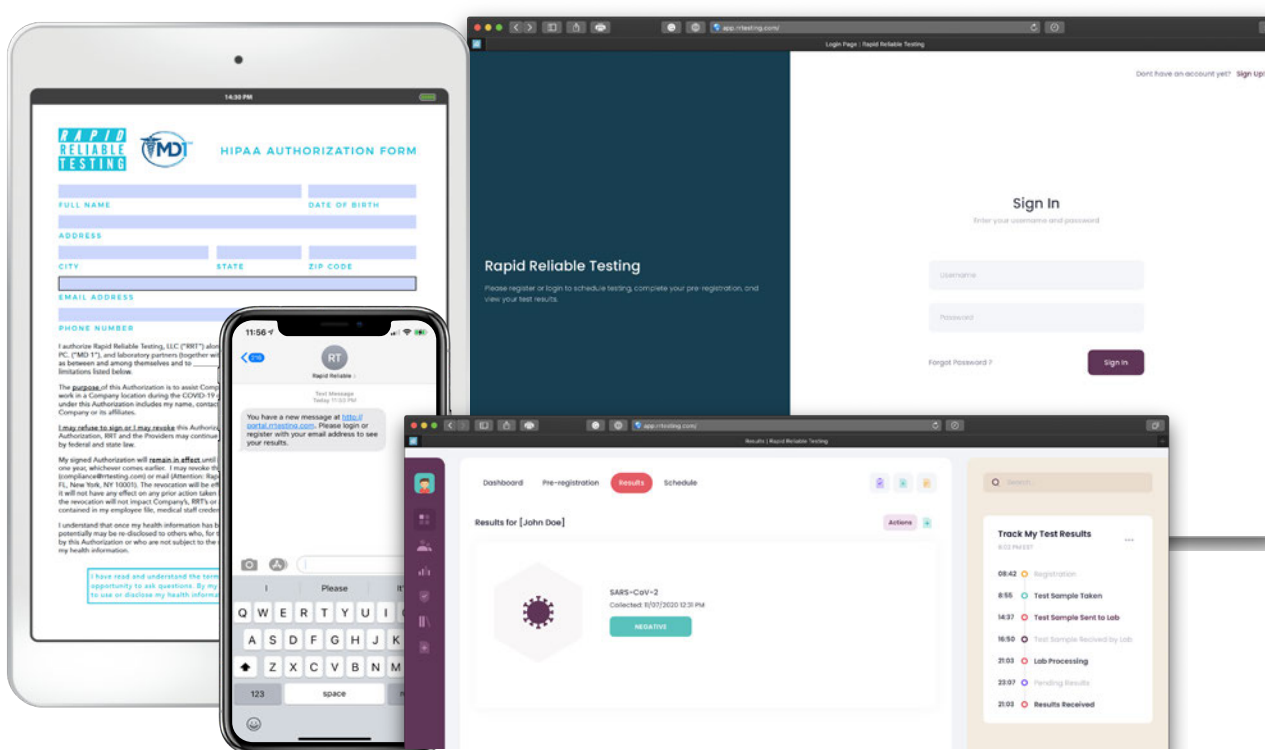




Ambulnz's data registration system is HIPAA-compliant, and we ensure all vaccination reporting is done in a HIPAA-compliant manner to ensure consistency with State and Federal obligations. We shall manage all patient data appropriately and that is consistent with HIPAA guidelines.

Ambulnz's proprietary AI technology leverages Tableau to create a full suite of cloud-based, interactive dashboards that provide an efficient, real-time interface for both clients and state partners and also provide an aggregated testing and vaccination data, all in an end-to-end HIPAA compliant manner.

Our platform is also connected with Epic, Cerner, and AllScripts, enabling medical teams to search for patient records via MRN or name and DOB using HL7 protocols and request these directly from their EMR systems.



Office Location:

Ambulnz Holdings, LLC
35 West, 35th Street, 6th Floor, New York, NY 10001

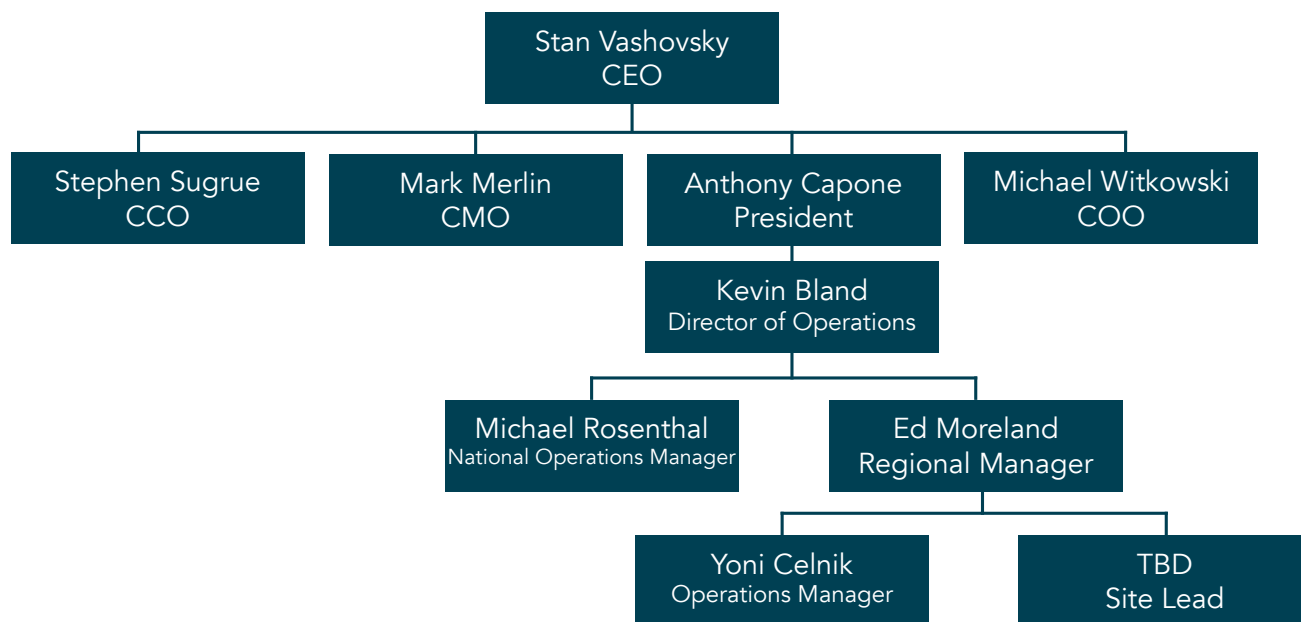
Contact Person: Anthony Capone, President: [REDACTED]





Organization Chart

The following leadership team will oversee management and operations on this vital project.



Technical Proposal (Ability of the firm to complete the Scope of Work)/Management Overview:

Ambulnz is ready, willing, and capable of providing Turnkey Vaccine Administration Services types, including Pop-Up Site, Mobile site, and Homebound Services.

Our turnkey service solution includes the implementation, management, staffing, equipment, resources, and daily operations needed to operate different types of vaccination sites. We have developed a written protocol for operating vaccination sites, a copy of which we provide to our clinical and support teams that run the sites. Ambulnz will establish clear lines of communication between our leadership and the program leads at the NJDOH to provide vaccination programs to individuals who are home-bound, hard to reach, high-risk populations, essential workers, communities that are underserved, rural communities, and other populations as determined by the NJDOH.





We will schedule and meet in person with the State Contract Manager (SCM) within five business days upon the notice of the award. Planning meetings between the NJDOH officials and Ambulnz's leadership will focus on goals/objectives and program preparation. We will discuss resources and logistics plan, staffing, proper methods and channels of communication between the SCM and Ambulnz, transportation, program safety and security, emergency preparedness and response, operational issues, vaccine delivery, storage, administration, finance, and reporting. We will also finalize preliminary plans, reporting format and mechanism, and any additional information pertinent to the operation.

The experience of our field staff and the experience of operating different types of vaccination programs (in-home, drive-through, on-site, strike teams, and mobile vaccination programs) will allow us to carry out the COVID-19 vaccination programs in accordance with the requirements and expectations of the NJDOH.

A strong team and meticulous planning will allow us to be fully operational with COVID-19 vaccination programs on short notice. We have already prepared a framework for a pop-site, a mobile site, and an in-home site.

As required, we would be willing to work with community-based organizations and/or faith-based organizations and have the capacity to provide a turnkey vaccination administration solution seven days per week and between the hours of 5:00 A.M. EST to 11:00 P.M. EST.

An Operational Plan that will help successfully implement all COVID-19 vaccination types is as follows:

Ambulnz's pop-site vaccination programs will take place in the following manner:

1. Greet and Screen: EMTs and Admins
 - Confirm appointment
 - Temperature check
 - Eligibility confirmation via Federal and State guidelines
2. Vaccine Administration: RNs and LPNs
 - Medical screening
 - Vaccine draw
 - Vaccine administration
3. Observation: RNs and LPNs and PMs
 - 3-minute check-ins
 - Duration dependent on the condition
 - PMs on standby, ready to intervene
4. Check-out: EMTs and Admins
 - Simple second dose appointment scheduling
 - Vaccination Card
 - Immediate data submissions - Data tracking and reporting

When the program ends, we tear down the clinic set up and clean up all areas, dispose of sharps and medical waste appropriately, remove all program-related signage, record the number of vaccinations provided during the program, and ensure proper storage and handling of unused vaccines.





In-Home Vaccination Programs: Ambulnz will provide an in-home vaccination program to individuals who may be homebound due to medical conditions or other circumstances. Ambulnz will operate the In-Home Vaccination Programs in the following manner:

- We will communicate with patients and/or their caregivers in advance of visiting their homes to determine the number of doses to be administered.
- We will use all doses in a vial transported for home vaccination to minimize the chances of wasting vaccine doses.
- To serve patients effectively, we will provide information in multiple languages and formats (American Sign language, braille, materials with pictures and large fonts, and use plain English and Spanish languages to serve individuals with low literacy levels and language needs).
- We will map out travel plans to ensure that the vaccine is utilized within the appropriate and approved time frames for use in this type of vaccination program. Our staff will ensure that vaccines are maintained at different temperatures, which include factoring in pre-vaccination preparation time and post-vaccination observation time. We will complete the hourly vaccine temperate log.
- Ambulnz is equipped to maintain, monitor, and report the temperature of vaccine from the time vaccine is taken out of a clinic facility, during transportation, and up to the time, that vaccine is administered.
- Ambulnz will utilize its mobile vaccination program capabilities (full-size vans) to carry out in-home vaccination programs. Information about our mobile vaccination program in more detail is given below.

Mobile Vaccination Program will take place in the following manner:

- We offer a safe and socially distant environment at every mobile site where we follow the strict CDC guidelines to administer the vaccine in an orderly manner.
- Eligibility screening and online registration are completed before arrival.
- Efficiency upon arrival: Immediate temperature check and medical screening completed by an RN or an MD.
- Complete privacy: Patients are escorted into the mobile vaccine clinic to receive their vaccination in complete privacy.
- Attention Observation: RNs and LPNs monitor patients for 15 to 30 minutes equipped with Advanced Life Support equipment.
- Patients leave with clarity and confidence: During the observation, patients receive their details regarding their second dose appointment.
- Data tracking and reporting.

Mobile Vaccination Programs: We are ready, willing, and capable of conducting mobile vaccination programs in designated communities. We offer an unmatched solution that can provide as many mobile vaccination units as the NJDOH requires and can also provide wraparound services for those vehicles. Our turnkey solution includes drivers for these units and medically trained personnel to staff these units and administer vaccines in compliance with all CDC, CIR, State, and the NJDOH protocols.

The wraparound services include setup, breakdown, and transport to different locations, in addition to nightly deep cleaning, ablution, generator maintenance, refueling, and ancillary support.



We can offer the NJDOH a range of flexible options tailored to its particular needs. We have three different types of vehicles—full-size vans, cutaway buses, and motorcoach/double decker-buses. We have 200 mobile vaccination units in stock (100 Motorcoach Buses, 15 Cutaway Buses, 45 Full-Size Vans, and 40 Ambulances). We have national partnerships with Mobility Works, Enterprise Fleet Management, and Twin America. We can leverage these relationships to deliver additional mobile units per week and deploy these vehicles as needed.



Full-Size Vans: Embedded cold storage to ensure vaccine viability. Single bay for vaccination and testing. It can provide treatment for up to 300 patients per day. This vehicle is perfect for smaller events and dense urban areas. It can be dispatched to administer at-home vaccination and testing.



Cutaway Buses: Embedded cold storage to ensure vaccine viability. Two bays for vaccination and testing. It can provide treatment for up to 600 patients per day. This vehicle is perfect for smaller events and venues.



Motorcoach and Double-Decker Buses: Embedded cold storage to ensure vaccine viability. Multiple bays for vaccination and testing. The observation/recovery area can hold up to 30 people. It can provide treatment for up to 1,200 patients per day. This vehicle is perfect for corporate sites, community events, public venues, and city parks.

Our full-size vans and cutaway buses have inverters that supply 110-volt power for sub-zero refrigerators and low temp freezers capable of storing up to 1200 doses of vaccines per day. For motorcoach and double-decker buses, we install 10,000-watt onboard diesel-powered generators capable of running larger fridge/freezer units. These large storage units can easily store +3000 doses of vaccines per day.

In the unlikely event that our generators shut down, all of our mobile vaccination units have inverters wired to battery backup systems or shorelines that can take powers from an external source to keep the unit fully powered.

We can provide substantial quantities of any or all of these vehicle types and offer several options to the NJDOH:

- Monthly lease for the entire fleet + wraparound services
- Monthly lease of fleet + wraparound services + driver for each vehicle
- Monthly lease of fleet + wraparound services + drivers + medically trained staff to vaccinate.





Implementation of on-site, mobile, and in-home vaccination programs:

First Week/Planning: A kickoff meeting between the NJDOH program leads and Ambulnz's Vaccination Taskforce leadership team will take place to review the program plans. We will provide the NJDOH with a point of contact for the site management and will identify the individual(s) at each site who will be responsible for the following: providing guidance, technical assistance, and coordination to the Ambulnz Vaccination Teams for each site; receiving and distributing marketing/communication materials; and assisting the team with setting up vaccination sites. We will create mutual consent forms to ensure they meet the NJDOH's requirements, including consent for minors. Ambulnz will operate the site/s in a way that is consistent with guidelines set forth by the NJDOH and FEMA. We will be prepared to start in-home, pop-up, and mobile vaccination clinics that meet the specific requirements of each type of program. We will provide patients and/or their caregivers with additional information about the In-home Vaccination Program and expectations for the in-residence appointment. We will conduct route analysis and planning to aid appointment setting for homebound registrants.

Ambulnz Project Coordinator will oversee the creation of daily and weekly schedules and assigning vaccine teams. Each vaccination team will consist of one medical professional who will administer the vaccine and three registration staffers to manage registration, consent, and requisition forms. All teams will be centrally supervised by an RN or equivalent, working under the guidance of our Medical Director, Dr. Mark A. Merlin.

Immunization Day: Ambulnz vaccination team will arrive and set up at the location such that it meets the CDC guidelines. If the team is running late, it will call the NJDOH officials to advise of the delay and provide an updated arrival time. The vaccination sites will have all required supplies (provided by Ambulnz). Our staff will set up signage and ensure proper social distancing guidelines are maintained at the site.

Immunization Day – In-Home Vaccination Clinic: Ambulnz vaccination team will arrive and set up at a patient's home such that the program meets the NJDOH's and the CDC's guidelines. If the team is running late, it will call the NJDOH officials and/or the patient to advise of the delay and provide an updated arrival time. Our team will bring all required supplies when they visit patients' homes and ensure proper social distancing guidelines are maintained before, during, and after administration of the vaccine.

Registration: Ambulnz can utilize the New Jersey Vaccine Scheduling System (NJVSS) to manage registration, scheduling, and to complete data entry. Ambulnz will provide Internet access, computer, IT support, and other necessary office supplies to collect patient information and other necessary information to ensure a smooth screening process. Our staff will accept registration and scheduling lists from the State's Vaccine call center and all designated CBO/FBO program collaborations as outlined in the RFP's Section 3.4.1 – Community-Based Program Collaborations. In accordance with the service type and site specification, we can provide serve both scheduled and walk-up appointments.

Our registration staffer will perform temperature screening of persons at the site. Individuals who have elevated temperatures or exhibit COVID symptoms will be vaccinated and tested. Our team will change the full PPE after each vaccine is performed. At this stage, our registration staffer will do the following: have each individual complete a consent form and





enter the data into Ambulnz's Requisition Form System, and ensure we have collected key contact information for identification and notification purposes (First name and last name, contact information, date of Birth, and demographic information, including age, gender, ethnicity/race, Zip Code-County).

The inoculation process consists of the following steps: providing information about the COVID-19 vaccine before vaccine administration, administration of the vaccine, observation post administration of the vaccine, documentation post administration of the vaccine, and a second dose appointment.

Before administration of COVID-19 vaccine, includes medical screening: Following the patient registration and screening process, the Ambulnz staffer will advise each individual on what to expect during the vaccine administration and post-vaccination and will answer their specific questions and concerns. We will provide the intended vaccine recipient with the appropriate FDA Emergency Use Authorization (EUA). With the patient's or their family members' help, we will designate a space (a pre-vaccine administration waiting area) at a patient's home, where a patient and/or their caregivers wait to be sent to a vaccination station.

We will designate spaces (the pre-vaccine administration waiting area and the vaccine administration stations) at the pop-up and mobile sites where patients wait to be sent to a vaccination station and where patients receive the vaccination. Ambulnz will offer clinic services by appointment as well as to those who walk into the clinic. Providing clinic services by appointment will allow us to review the patient's vaccination record in the electronic medical record, screen for contraindications and precautions, and provide after-care instructions. For walk-in patients, we will collect all the health and medical history information at the site and is electronically logged. We have a separate on-site registration plan for walk-in patients and for scheduled appointments. Our teams are equipped with iPads that allow full end-to-end turnkey management, including scheduling and reporting.

We will utilize a pre-vaccination screening form to assess the patient. Patients with a history of a severe or immediate allergic reaction, such as anaphylaxis, to polysorbate, a previous dose, or any ingredient of the COVID-19 vaccines should not receive the vaccine. Ambulnz staffer will inform patients of clinic requirements, such as wearing masks and post-vaccination waiting periods. We will provide information on requirements and restrictions in all electronic communications and promotional materials and on websites.

Administration of COVID-19 vaccine: Ambulnz will follow the FDA EUA for providers specific to the vaccine product to be administered. Our staff will prepare and administer vaccines utilizing the aseptic technique. We will provide and maintain adequate staffing of RN/LPN or authorized vaccinators to meet staffing needs. Vaccinators have experience in administering vaccinations as per the ACIP recommendations and also have experience administering immunizations to infants and preschool-aged children. Vaccinators shall have a working knowledge of infection control practices and have had current blood-borne pathogen training in accordance with OSHA requirements. We have already established medical guidelines for patient screening, and our staff will provide the patient with the appropriate vaccine information and provide screening for contraindications and precautions. We review and assess the completed contraindications and precautions checklist and any vaccination records.





We maintain cold storage chain to ensure that vaccine is stored at the appropriate temperatures. Ambulnz ensures proper vaccine administration practices, including aseptic practices for administration supplies, proper patient positioning, and an identification of the recommended injection site. Our staff will wear PPE, and patients will wear face coverings, and we will decontaminate the site each vaccine is performed.

We will inform the patient that they will need to wait 15-30 minutes in a staff-monitored waiting area before leaving the clinic area. In the event of an adverse reaction, our clinic staff will consult with Medical Director and treat accordingly. Each site will have a designated site supervisor who will monitor the program operations. We will schedule each patient for a follow-up appointment 28 days later, based on the type of vaccine administered. At the end of each vaccine day, our staff will pack up samples, equipment, and signage. We will enter vaccination data and patient data daily into the NJVSS and report within 24 hours of vaccine administration, as required by the NJDOH. With regard to in-home vaccination programs, we will complete the hourly vaccine temperature log.

Observation post-Administration of COVID-19 vaccine: Ambulnz will give patients the records of the vaccines they received. We will document all vaccinations in the NJVSS. During the 15-30-minute observation period at a staff-monitored waiting area for patients, they will receive their second dose appointment details. In the event of an adverse reaction during the observation period, we will consult with Medical Director and treat patients accordingly. Patients with histories of any serious allergy or a history of anaphylaxis will be monitored for approximately 30 minutes post-vaccine administration. We will report vaccine administration and serious adverse events to COVID-19 vaccination, if any, to the NJDOH. We will encourage patients to participate in the CDC's v-safe program, an online reporting software that allows easy reporting of post-vaccination symptoms. Our sites, especially observation areas, will be equipped with Advanced Life Support equipment and medical supplies to treat anaphylaxis, including injectable epinephrine.

Ambulnz will perform all vaccinations and post-vaccination observation periods as recommended by the ACIP, the CDC, and the vaccine manufacturer. Our staff will carry Advanced Life Support equipment and medical supplies to patients' homes to treat anaphylaxis, including injectable epinephrine.

Ambulnz will follow the CDC's guidance for managing Anaphylaxis events after COVID-19 vaccinations. Our medical staff, who are trained and qualified to recognize the signs and symptoms of anaphylaxis as well as to administer intramuscular epinephrine, will be available at patients' homes and will monitor them during the observation period post-vaccine administration. We will carry emergency equipment and supplies (Epinephrine, H1 antihistamine, Blood pressure monitor, timing device to assess pulse, oxygen, pulse oximeter, and Bronchodilator) for the assessment and management of anaphylaxis. In the event anaphylaxis is suspected, we will take the following steps:

- Rapid assess airway, breathing, circulation, and mentation (mental activity).
- Provide Ambulnz's Emergency Medical Services.
- Place the patient in a supine (face up) position, with feet elevated, unless upper airway obstruction is present or the patient is vomiting.
- Epinephrine (1 mg/ml aqueous solution) is the first line of treatment for anaphylaxis and we administer it immediately.





- In adults, we administer a 0.3 mg intramuscular dose using a premeasured or prefilled syringe, or an autoinjector, in the mid-outer thigh (through clothing if necessary).
- The maximum adult dose is 0.5 mg per dose.
- Epinephrine dose may be repeated approximately every 5-15 minutes if symptoms do not improve or if they return while waiting for EMS. We will record the number and timing of epinephrine doses and let the EMS team know.
- Because of the acute, life-threatening nature of anaphylaxis, there are no contraindications to epinephrine administration.

Any adverse events that occur in a patient following the COVID-19 vaccine, including anaphylaxis, are reported to VAERS.

Documentation post-Administration of COVID-19 vaccine: Ambulnz will document and complete all required data into the NJVSS. Ambulnz's reports will include data elements, such as first name and last name, gender, race, ethnicity, and other data elements given below in the data collection and reporting section. Our reports will be in compliance with HIPAA requirements.

Scheduling a second dose vaccine appointment: Ambulnz will ensure that patients leave the site with clarity and confidence. We provide a completed vaccination card to the recipient or their caregiver. During the observation, patients receive their details regarding their second dose appointment (for Moderna or Pfizer). Our staff will advise the patient if and when the second dose is due. We will ensure that patients understand that the second dose must be the same product used as the first dose. Following the first dose appointment, our staff will contact patients two weeks, one week, and one day before the patient's follow-up appointment. Our scheduling staff will call each patient one day before their appointment to remind them to attend. In the event a patient fails to show up, our staff will follow up three times and attempt to reschedule patients for new appointments.

Follow-up/second dose appointment: Ambulnz staff will check the patient into the NJVSS data system. Our staff will administer the vaccine, after which we will monitor each patient for 15-30 minutes to ensure no adverse reaction. In the event of an adverse reaction, our staff will consult with Medical Director and treat accordingly. We will report vaccine administration information and patient information to the NJDOH and additional State or federal authorities as required.

Data collection and reporting: Ambulnz will capture and provide vaccine administration data within 24 hours of giving the vaccine and submit the daily report by 11:00 P.M. EST. We will collect and report data, including but not limited to an overall number of individuals inoculated, current maximum vaccination capabilities, and average patient throughput time. We will utilize the NJVSS data system to manage registration and to complete data entry related to registration and scheduling, vaccine administration, tracking, conducting follow-ups, and providing reminders regarding a second dose appointment. We will maintain documentation of vaccine administration to each client.

We will report vaccine inventory to VaccineFinder daily. We will report doses on hand and doses administered to the NJDOH daily. We will report any suspected adverse events to VAERS. Our reports will be in compliance with HIPAA requirements. Our staff will provide





emergency information on incidents that might occur on-site immediately to the NJDOH officials and the SCM. We will report all incidents, including accidents, delays in service, injuries, and other incidents. We will provide this information by phone and a follow-up email to the POC of NJDOH and the SCM.

Ambulnz's reports will include the following information: first name and last name, age, gender, ethnicity, race, Zip Code-County, vaccine type, vaccine expiration date, vaccine manufacturer, date vaccine administered, and injection site location. We will also report CVX, lot number, precautions and contraindications, and additional data requirements set forth by the CDC and/or the State. We will collect additional data elements including but not limited to a current number of patients who have received their first dose, a number of patients who have received their second dose, vaccine on hand and vaccine administered, and documentation of quality assurance checks. Our staff is fully trained on inputting all required data elements carefully into the data system.

Our vaccination reports will also include vaccine temperature excursions or damage to vaccine vials, if any. We have a team of QA specialists headquartered in our National Operations Center in Tuscaloosa, Alabama. Working under the direction of Miranda Reese, our Support Manager, this team actively reviews data inputs to ensure accuracy and promptly addresses issues (should any arise).





Planning and Conducting Vaccination Events

Ambulnz has experience with planning and conducting immunization events of any size. We are willing to operate multiple vaccination events for the awarded service type in each region of the State (North, Central, and South).

At the event planning level, we address the following areas:

- We determine personnel needs (clinical and support teams, including staff who can serve non-English-speaking individuals).
- We form a core planning committee to address key elements of the vaccination program. The committee will also address event-related other elements, such as ample free parking and proximity to mass transit.
- We set up the vaccination site: a clinic entrance, a registration desk, an open area to queue for vaccination administration stations, vaccine preparation stations, vaccine administration stations, post-vaccination observation areas, a private area for those who experience adverse events, an exit area, bathrooms for staff and individuals, and food services area.
- We establish security and emergency procedures.
- We establish a system for record-keeping, documentation, and collecting the required forms and documents (a written protocol for operating vaccination events and proof of licensure for vaccinators).
- We plan post-event evaluation meetings.

When the event ends, we thank all staff, volunteers, pharmacists, community spokespersons and media that promoted the event, and local and State organizations for their efforts. We tear down the clinic setup and clean up all areas, dispose of sharps and medical waste appropriately, remove all event signage, record the number of vaccinations provided during the event, and ensure proper storage and handling of unused vaccine, ensuring the cold chain is maintained.

Upon the notice of the award, Ambulnz will complete and submit the following applications, agreements, and training within two calendar days after the Contract award.

- CDC Provider Agreement Application
- On-demand COVID-19 Provider Training for NJIIS
- CDC COVID-19 vaccine training modules
- Privacy and security requirements for New Jersey COVID-19 Point of Dispensing Sites and the NJVSS Access Confidentiality Agreement for access to the NJVSS.
- Ambulnz is enrolled and activated as an approved COVID-19 vaccine provider and continuously maintain that status beginning at the date of award and extending for the term of the agreement and beyond. We will obtain a New Jersey CDC Provider Agreement specifically approved for operation under this contract. We acknowledge that unless all agreements have been approved and training completion is confirmed, we will not commence services under this contract.
- Additionally, we will utilize and comply with the NJ COVID-19 Provider checklist.





Ambulnz will direct and setup multiple turnkey vaccination administration service sites throughout the State as required by the NJDOH and in accordance with all vaccination-related State laws, orders, directives, guidance including, but not limited to the below and all associated updates (as outlined in the 3.1.3 section of the RFP, page 6 and 7).

Furthermore, upon notification from the NJDOH, Ambulnz will partner with designated with CBOs and FBOs or other designated entities to provide Turnkey Vaccine Administration Services at designated community locations. We will meet with the CBO/FBO as directed by the NJDOH for a site activation meeting. At this meeting, we will finalize the site details for a vaccination event. Upon receipt of the CBO/FBO/Entities provided list of proposed vaccine recipients, we will register and schedule all proposed recipients at least five business days prior the commencement of the vaccination event. We will also ensure the proposed recipient meets the current state eligibility requirements. In the event that the proposed recipient does not meet the eligibility requirements, we will notify the CBO/FBO/Entities in writing and not move forward with registration and scheduling. We will administer vaccines based on the provided State allocation plan.

Staffing: To ensure the success of this high-volume, logistically complex in-home, mobile, and pop-up vaccination programs, the following two seasoned professionals will provide direct management oversight:

- Medical Direction: Dr. Mark A. Merlin, Chief Medical Officer
- Project Coordination: Jonathan Celnik, Operations Manager

Dr. Mark and Jonathan will be available 24x7 by phone or email as needed. Ambulnz's senior leadership will also be involved and available to provide guidance and assistance.

Bio of Dr. Mark A. Merlin Chief Medical Director

Dr. Mark Merlin is the Medical Director of Rapid Reliable Testing, as well as several regions of Ambulnz. He is actively engaged in providing evidence-based practical care to patients outside of the hospital while delivering outstanding customer service.

Dr. Merlin is a Professor of Emergency Medicine at Rutgers New Jersey Medical School and Vice-Chairman, Emergency Medicine at Newark Beth Israel Medical Center/RWJ Barnabas Health. He has over 35 years' experience in Emergency Medical Services as a volunteer first aider, paramedic and physician. Dr. Merlin is currently the Founder and CEO of MD1, a fifty-seven-member nonprofit dedicated to advancing out of hospital care. Dr. Merlin has been involved in overseeing prehospital physician response since 2002. For MD1, he manages teams participating in event medicine, tactical response, flight medicine (both rotary and fixed wing) and ground field response. At MD1, Dr. Merlin has created numerous revenue streams and developed relationships between the business and EMS communities to develop support for numerous programs. He has developed EMS grant, community support & public awareness via social media & community engagement.

Dr. Merlin has published over 75 peer-reviewed publications and abstracts and has obtained grant dollars (including NIH) over 1.5 million. He has presented nationally and internationally in multiple areas of Emergency Medicine, Emergency Medical Services, physician field response,





EMS Operations and medical care. His research has been highlighted in the ARIZONA Times, JEMS, EMSWorld, multiple podcasts and meetings for various specialties. Additionally, he has been a frequent commentator on Fox, CBS, NBC, Dr. Oz, Steve Adubato's Think Tank, and NJBIZ. He lectures on financial stability and reimbursement in acute care medical services. He founded three EMS Fellowships, including the NJ EMS fellowship, which became the largest one in the U.S., consisting of nine EMS fellows and generating 23 publications and abstracts. He has worked with C-Suite personnel in numerous hospitals to build relationships by promoting concepts of Emergency Medicine and the importance of financial support and community engagement.

Currently, Dr. Merlin is the Chair of the NJ EMS Council for the N.J. Department of Health. He still responds to 911 requests as an EMS Physician and provides training on advanced prehospital procedures, including TEE, REBOA, and Field Amputation, and best EMS medical practices. He routinely provides consultation on physician field response and fixed-wing best practices. Dr. Merlin has been involved as a consultant for multiple major legal and intellectual property cases involving EMS and Emergency Medicine.

Previously, Dr. Merlin was the Chief Medical Officer of MONOC EMS, overseeing an educational budget of 1.4 million with 800 paramedics and EMTs. He has provided medical direction and Chief Medical Officer services to multiple organizations for the past twenty years. Additionally, Dr. Merlin has been a board member for multiple medical-related start-ups and organizations, including the American Heart Association. He has provided consultation to companies through the 510K approval process for medical devices.

Enclosed, please find a copy of the professional license, of Dr. Mark A. Merlin, Chief Medical Director at Ambulnz.

Clinical staff: Ambulnz's clinical staff will include Basic EMTs, Advanced EMTs, Advanced Practice Nurse, Nurse Practitioner APN, Paramedics, Paramedic with Critical Care Endorsement, Pharmacist, Pharmacy Technician, Physician, Physician Assistant, and Registered Nurse.

Vaccinators are individuals who have experience in administering vaccinations as per the Advisory Committee on Immunization Practices (ACIP) recommendations and who are authorized to administer vaccines by the State of NJ. Vaccinators will have experience administering immunizations to infants and preschool-aged children. Vaccinators shall have a working knowledge of infection control practices and have had to current blood-borne pathogen training in accordance with OSHA requirements.

Support staff (non-clinical staff): Ambulnz's support staff will include an Accounting Manager, a Compliance Supervisor, Database Engineers, Quality Control Staff, a Human Resources Supervisor, a Network/I.T. Support Staff, a Director of Fleet, a Marketing/Designer, a Logistics staff, and a Scheduling staff. The site supervisor will monitor the site staff and site operations.

With regard to serving patients with language needs, we help ensure access for all by removing potential language barriers. We will use multilingual signage to describe the clinic flow, and with the help of interpreters, we will be ready to serve non-English-speaking patients. All of our sites have multilingual capabilities, with staff that speaks prevailing local languages. We provide access to a virtual translation and interpretation service that can handle over 200 additional





languages. We make sure all of our paperwork, including “Intake” forms, are translated into languages commonly spoken in the community. Our forms are available both digitally and in print.

Enclosed, please find the resumes for all management, supervisory, and key personnel to be assigned to the Contract.

SEE ATTACHED RESUMES

We utilize Language Scientific when we require assistance with communicating in foreign languages. They provide us with immediate support for over 200 different languages, some of which include Arabic, Bengali, Chinese, English, French, Haitian Creole, Gujarati, Hindi, Korean, Polish, Russian, Spanish, and Urdu. Additionally, Ambulnz has full-time staff members who are fluent in German, Italian, French, Russian, Tagalog, Yiddish, Taiwanese, Hebrew, and English.

Ambulnz has established a Vaccination Task Force (VTF) to manage every detail of our COVID Vaccine programs. Our VTF is headquartered at our National Coordination Center in Tuscaloosa, AL, staffed with a team of 50 professionals who coordinate with our Regional Coordination Centers in key markets. These coordination centers oversee a total of 250 Community Vaccination Centers across the US, slated to grow to 300 within the next 30 days.

Our VTF is led by our Executive Team, who bring a depth of medical, operational, and logistical experience to the table:

- **Stan Vashovsky, CEO:** 25 years of entrepreneurship in the technology and healthcare industries, a veteran volunteer paramedic. Worked as a first responder during FEMA's NYS COVID deployment.
- **Anthony Capone, President:** Renowned computer scientist and creator of HealthPoint vaccine/test management platform. Operational lead for Ambulnz COVID Response across the US, including our work as part of FEMA's New York State COVID Deployment.
- **Mike Witkowski, Chief Operating Officer:** 38 years of EMS industry experience. Managed multiple regional and multi-state organizations with significant emergency management experience. Response oversight for multiple federal, state, and local disasters- Hurricane Katrina and Irene, 9/11, NYC COVID response. ICS 100, 200, 300, 400, 700, and 800, Public Information Officer and Incident Command.
- **Dr. Mark Merlin, DO, EMT-P, FACEP, Chief Medical Officer:** Mentioned above.
- **Stephen Sugrue, Esq, RN, CEN, Chief Compliance Officer:** 19 years of legal experience, 16 years of experience as a healthcare CCO. 30+ years of medical and medical management experience as a Paramedic, RN, and EMS instructor. Deployed to Gulf States during Hurricane Katrina.

Contract management: The Chief Medical Director, the Operations Manager, and our executive team will be the POCs for the contract management. Ambulnz has a robust process for oversight and management of its vaccine program designed on a team approach, assuring no gaps in coordination between the various departments that operate the program. We built proprietary software - Healthpoint to manage end-to-end processes, this can be used in addition to and with an interface with NJVSS. Our team of 40 software developers manages





and customizes our systems that can provide reporting and visibility in real-time, supporting both our thQA/QI and accounting teams. We have rigorous controls and processes for daily management and reconciliation of doses assuring that doses are not wasted and that temperature controls are maintained. Our POC reports to the State Contract Manager on a weekly basis or at the frequency that the state requests. Additionally, the State can receive information from our reporting systems through an API in real-time.

Administration Planning and Implementation (Wraparound services)

Supplies, including Site Furnishing: Ambulnz will provide supplies including but not limited to safety supplies (PPE), disinfectants, medical supplies, thermometers, tissues, chairs, tables, tents, mobile buildings, biohazard waste disposal, receptacles, industry-appropriate waste pickup, wastebaskets, outlet strips, extension cords, computer/printer, WiFi hotspot/Internet access, refrigeration for vaccine storage, access to water, electricity, fuel, and specimen collection kits and cooler to store collected COVID test samples, and vehicles.

Screening and safety (site security, cleaning, and furnishing): Ambulnz's safety plan for all types of vaccination sites include screening the staff for COVID-19 symptoms and exposures prior to deploying them to the vaccination sites; physical distancing measures; cleaning and disinfecting the sites; adequate supplies and materials; onsite traffic control; site security planning and implementation, including evacuation plans and emergency response plan; IT support and Internet access; adequate lighting, heating, and cooling; enough power outlets and electrical capacity for clinical and non-clinical needs, ensuring power availability and emergency backup power; training for all staff on vaccine storage, handling, and administration; and safe disposal and management of biohazardous waste. We will adhere to all local, state, and federal requirements to safely and effectively operate vaccination sites.

Ambulnz has established a comprehensive security plan for pop-up and mobile vaccination sites. We will offer and price site security in 120-minute (two hours) increments of time. We will have a site security manager at each site and operable CCTV cameras. We will block access to sensitive areas; only authorized individuals will be allowed to enter sensitive areas. We will secure and monitor all exits and entrances. We will receive packages only from trusted sources and allow only authorized vehicles in loading zones. We have an emergency response plan in place to ensure the smooth operation of vaccination programs that it operates. Our emergency response plan addresses security planning and implementation, which includes evacuation plans. We establish linkages with local law enforcement and fire departments to ensure fire and rescue services are provided as needed. We will plan for tow trucks with fuel, generators, and other safety requirements.

Outreach: Ambulnz's outreach efforts will be targeted to reach communities disproportionately affected by COVID-19 disease (BIPOC communities) and those who are at the highest risk of the disease. We have designed our communication and outreach efforts such that we can build trust, encourage participation in COVID-19 vaccination programs, ensure the safety of and easy access to the vaccine. We will use Facebook, Instagram, Twitter, and YouTube videos to promote our programs, conduct virtual presentations, and work with the NJDOH leadership and CBOs/FBOs identified by the NJDOH to help us connect with the general public and communities of color.





We will also utilize the CDC's communication toolkit, which includes vaccine promotion posters and stickers, factsheets about COVID-19 vaccines, and infographics. We will utilize these as handouts and post them in highly visible areas at vaccination sites (community-based pop-up vaccination sites and mobile sites). We will be responsible for printing and making available any required handouts, including consent forms and adverse event reporting information.

Site Set-up: The following are key elements of the site set-up process.

Communication: Ambulnz will communicate about how to make appointments, use multilingual and multimedia channels to widely post clinic purpose, dates, locations, times, and the population that will be served. Wait times will be communicated to patients. Close communication regarding site safety protocol, vaccine procedures, site management, and patient management will occur internally among Ambulnz teams and with the NJDOH officials.

Directional signage: Our staff will set up signage, banners, and floor markers to ensure proper social distancing is maintained at the sites. Clinic flow is one way and allows maintenance of six feet distance between individuals. We will ensure proper social distancing is maintained both on the line and outside the vehicle during the vaccination and follow-up observation period. Our staff will educate patients about the vaccine. We will establish line queues that maintain separation between individuals, or we will ask individuals to wait in their vehicles or a waiting area until called. We will designate spaces for screening, registration, vaccine storage and preparation, vaccination, observation post-vaccine administration to monitor for an adverse reaction, and emergency care. We will designate areas for patients with special needs.

Food services for staff: Ambulnz will designate a staff breakroom at the site, where food services will be handled.

Janitorial services: Ambulnz will provide bathrooms for staff and bathrooms for patients.

Wrecker services and disable vehicle removal: Ambulnz will work with local essential critical infrastructure providers, including towing and recovery service providers, which will help ensure a smooth operation of the vaccination programs.

Traffic control plan includes personnel and equipment: All Ambulnz personnel are trained in Incident Command System (ICS). Many have served in local fire departments with training in traffic control. We set expectations about wait times and monitor traffic flow, parking, entry/exit, and line queue. Our staff helps keep people moving in the right direction, helps patients go to appropriate stations, and ensures patients go to open and not busy stations to maintain social distancing. We provide traffic cones and other materials/supplies as needed.

Staff training: Training is provided on an ongoing basis as COVID-19 vaccine recommendations evolve. Ambulnz's clinical staff who administer vaccines receive comprehensive, competency-based training in vaccine administration policies and procedures to be implemented before administering vaccines. All of our COVID-19 Vaccine Program providers' complete Module 10 of the CDC's "You Call the Shots" Training. We will follow additional guidance for PREP Act coverage for qualified technicians and pharmacy interns for COVID-19 vaccines, taking guidance from the COVID-19 Vaccine Emergency Use Authorization (EUA) Fact Sheets page (CDC).





The vaccination training program topics include preparing vaccines, vaccine administration, vaccine storage and handling, vaccine documentation, vaccine safety and monitoring, preventing vaccine administration errors, and program requirements. Our training programs also include Moderna COVID-19 Vaccine: what healthcare professionals need to know, and Pfizer-BioNTech COVID-19 Vaccine: What healthcare professionals need to know.

We utilize training resources, including print materials, training modules, webinars, seminars, videos provided by the vaccine manufacturers, the CDC, the federal, state, and local entities, and public health agencies.

Our training programs include the FEMA playbook that covers diagrams of traffic flow for vaccine sites. To ensure all employees are trained and up to date in all relevant procedures and protocols, we have a staff of 10 training coordinators who run a robust, in-person onboarding program. We have also implemented a virtual training program using the Ninth Brain Learning Management System, which ensures that all employees complete courses for ICS training (100, 200, 700, and 800), clinical skills, customer service, HIPAA regulations, safety and compliance, on-site traffic control, and background checks.

In addition, we utilize the skills checklist for vaccine administration and the checklist of best practices for vaccination clinics held at satellite, temporary, or off-site locations. We utilize the CDC's Interim Guidance for Routine and Influenza Immunization Services during the COVID-19 Pandemic. We especially ensure that our staff is trained for their specific roles for in-residence vaccination of homebound individuals. Training is provided on administrative activities, vaccine administration, and patient monitoring.

Plans to serve individuals with mobility challenges: Ambulnz's vaccination site will be wheelchair accessible (entrances, exits, waiting areas, and restrooms). We utilize sign language interpreters who will help patients as needed. Our check-in/registration staff can assist individuals with visual or cognitive disabilities. Our marketing/outreach materials are in large, high-contrast characters in plain English and/or understandable graphics, which we post in highly visible areas. Our patient handouts are bulleted. We provide clipboards with pen and paper to communicate with individuals who are hard of hearing or deaf. Our support staff assists individuals with disabilities. We will designate areas for patients with special needs.

Hazardous/Biohazardous waste disposal: Ambulnz will follow state regulation requirements for biohazard waste management and disposal. We will partner with local biomedical waste collection service providers to help us manage regulated, and biohazardous waste management needs. Typically, we place syringes, needles, and empty vaccine vials in an FDA-approved sharps container. We check local and state laws and protocols before placing vial trays in the biohazardous waste box. Contaminated PPE, such as masks, gloves, and gowns, are disposed of in red bags and biohazardous waste containers. Non-contaminated PPE is disposed of in the trash. Other non-contaminated items such as cotton balls, alcohol wipes, bandages, and polystyrene are also be disposed of in the trash.

Maintain clinic staff who are background-checked and maintain current licenses regularly checked for enforcement action: Ambulnz conducts background checks of all staff before dispatching them to immunization clinics. We will manage the entire background check process, which includes costs, results, and disqualifying offenses. We are committed to the safety of patients and the safety of their data. We perform driving history and criminal history





checks. We work with Checkr, Inc., an accredited member of the National Association of Professional Background Screeners, to conduct background checks. We will take additional site safety and security steps as needed.

Preliminary Vaccine Waste Minimization and Management Plan:

Storage and access of vaccinations (including storing, managing, and administering multiple vaccines from different manufacturers): To ensure the success of our COVID-19 vaccine programs, we have instituted a rigorous end-to-end cold chain storage process that includes medical-grade refrigeration and freezers in our central storage facilities and vaccine locations, mobile refrigeration/freezer units for each of our transport vehicles, WiFi-enabled digital data loggers for 24x7 temperature monitoring for all units, digital key card security monitoring of our storage facility and frequent communication with the CIR. Our vaccination programs are meticulous – to date, we have not wasted a single drop of our allocated COVID Vaccines. Ambulnz utilizes manufacturers’ (Pfizer-BioNTech and Moderna) detailed storage and handling protocols for vaccines and follows the CDC recommendations for vaccine storage and handling. We will comply with immunization program guidance for handling temperature excursions and monitor and comply with COVID-19 vaccine expiration dates. Ambulnz will preserve all records related to the COVID-19 vaccine management for a minimum of three years, or longer as required by the agreement or law of the jurisdiction. We will comply with the CDC instructions and timelines for disposing of COVID-19 vaccine and diluent, including used doses.

All staff members who receive vaccine deliveries and handle or administer vaccines are trained in vaccine-related practices and procedures. We have designated a primary vaccine coordinator and an alternate vaccine coordinator responsible for ensuring all vaccines are stored and handled correctly. Our staff prepares vaccines in designated areas away from any space where contaminated items might be placed. We follow the manufacturers’ instructions for preparing the vaccine. We prepare vaccines when ready to administer them and only administer vaccines that we have prepared. Ambulnz performs vaccine storage and handling, including inventory management, in accordance with the CDC’s Vaccine Storage and Handling Toolkit.

Power availability: Ambulnz will ensure the availability of power. We will provide emergency backup generators for the storage equipment of the vaccine supply. The emergency power will ensure continuous cold storage in the event of a power shutoff due to equipment failures, power outages, and severe weather conditions. We will keep an adequate amount of fuel on hand to continuously run the generator.

Plan to fill no-show appointments with an on-call list: Ambulnz utilizes VaccineFinder as well as our scheduling team to fill no-show appointments.





Performance Requirements for Dispensing

Ambulnz will:

- Comply with CDC Agreement and NJ Interim COVID-19 Vaccination Plan, remain up to date on provider trainings, and maintain vaccine storage and handling stewardship.
- Follow statewide phasing and criterion, no supplemental patient documentation collected.
- Disburse EUA factsheets, provide interpretation, list site on COVID-19 Info Hub;
- make appointments, offer the ability to operationally accept walk-ins, ensure data privacy and confidentiality.
- Accommodate persons with disabilities: within 24 hours after shipment received, we can begin administering new vaccines; within three full calendar days after shipment received, we administer and report at least 75 percent of available new first doses; and within six full calendar days after shipment received, administer and report 100 percent of available new first doses.
- Schedule and offer second dose appointments to all first dose recipients at the designated EUA internal.
- Timely complete NJIIS reporting within 48 hours, provide daily site report surveys, provide completed vaccination record card to each recipient, and collect demographic data.
- **Billing:** Ambulnz will not require vaccine recipients to give insurance information. In the event that vaccine recipients provide insurance information, Ambulnz will bill the State for non-covered or non-paid services. In the event that a payer covers partial payment, Ambulnz will bill the State for the balance amount. We will not bill the patient.

Ambulnz will comply with the vaccination administration process as outlined in section 3.3.3 of the RFP Page 10.

Mobilization Plan: Ambulnz is capable of operating vaccination sites of all sizes and types. We are equipped to administer 2,000+ COVID-19 vaccine doses per day and have the scalability to administer a maximum of 12,000 vaccines per day contingent on the allocation of vaccine doses supplied by the NJDOH. We can support the expansion plans within 48 hours' notice. The expansion plan will include staffing, operational and administration planning and implementation for additional sites and additional vehicles based on the NJDOH's requirements.

Bid Certifications and Licensure: Ambulnz possesses adequate licensing to independently operate a vaccination administration program for all the Service Types.
Licenses attached





References

NYC Health + Hospitals

Chris Keeley, Chief Operating Officer
NYC Health + Hospitals Test and Trace Corp
[REDACTED]

State of California Prison System

Manuel Martinez, Personnel and Scheduling Manager
SATF State Prison
[REDACTED]

NYC Department of Homeless Services

Omar Jimenez, MD, MHA, Medical Consultant
Collaborative for Homeless Healthcare
[REDACTED]

Isabella and Menorah Nursing Homes

Loyola Princivil-Barnett, Chief Operating Officer
MJHS Centers for Rehabilitation and Nursing Care
[REDACTED]

Financial Proposal is submitted with the proposal.

Contact

Ambulnz is ready, willing, and capable of providing Turnkey Vaccine Administration Services for the NJDOH. We welcome the opportunity to review our proposal with you to answer any questions you might have. Please contact Stan Vashovsky or Anthony Capone to discuss.

Sincerely,

Stan Vashovsky
[REDACTED]

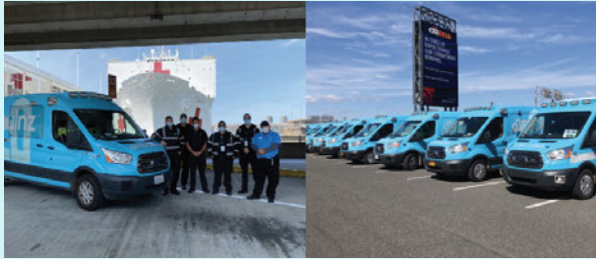
Anthony Capone
[REDACTED]





Why Ambulnz ?

Ambulnz helped lead the COVID-19 response in NY, NJ and PA, supporting both FEMA and the DOH in each of these States. Our responsibilities included both medical transport of COVID-infected patients, and conducting COVID-19 and antibody testing at DOH sites across NY and NJ.



Ambulnz has transported over 15,000 COVID-19-infected patients across the US. As such, our staff has operational familiarity with COVID-19, and has been extensively trained in PPE use. We even created a PPE use video for the EMS community.



Ambulnz has built a core competency around COVID-19 medical transport. Our operational procedures have been codified in a COVID-19 Policy Manual, which we have distributed both internally to our staff, and externally to our hospital partners who found the information invaluable.



Ambulnz was one of ten companies to receive an EMS Week Proclamation from Governor Cuomo recognizing our significant contribution towards helping stem the tide of COVID-19 in NY State.



Ambulnz has conducted over 1,200,000 COVID tests and administered over 500,000 COVID vaccines since the start of the pandemic, with demand increasing daily. By early June, we will be performing over 25,000+ COVID vaccinations per week.

Our relationships with multiple CLIA & CAP-certified labs ensures our ability to deliver timely test results to our clients. We partner with top labs, including...



Phosphorus

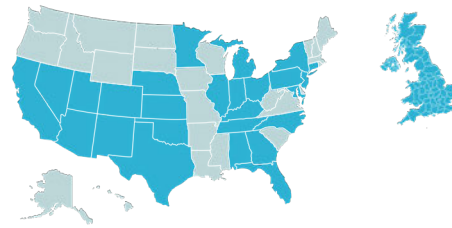


SIMPLE LABORATORIES



Background & Organization

1,200,000+ Tests Performed
500,000+ COVID Vaccinations
256 Organizations & Municipalities
26 States and 2 Countries



Stephen James Sugrue, RN, CEN, Esq.

COMPLIANCE AND AUDIT EXPERIENCE

Ambulnz Holdings, LLC, New York

Chief Compliance Officer 2021 - Present

Responsible for all aspects of the Corporate Compliance Program including: risk assessments and effectiveness reviews, policies, procedures, work plans, contract evaluations, compliance awareness, reporting, and providing compliance advice and counsel to exceed all standards of OIG, OMIG, OCR and industry best practices. As HIPAA Privacy Officer, responsible for administration of HIPAA Privacy program.

Greater Hudson Valley Health System, Orange & Sullivan Counties, NY

Vice President of Compliance, Audit & HIPAA Privacy; Chief Compliance Officer and Counsel; Vice President of Support Services and Real Estate 2007 – 2021

As Chief Compliance Officer for multi-campus hospital system and physician groups, managed Compliance, Audit, and HIPAA issues directly and via Department and Committees. Provided advice, counsel, and training to hospital staff, physicians, administration and Boards of Directors. Authored and maintained related policies, procedures, work plans, and reports, and other materials. Developed and maintained an expert level program that exceeded all standards of OIG, OMIG, OCR and industry best practices, and included Captain Integrity branding. Functioned as in-house Compliance Counsel. Negotiated an exit to an OIG CIA in 2009 to allow GHVHS to eventually in 2018 & 2019, become one of only hospitals in the world to receive the World's Most Ethical Companies designation. Also in 2018 received the first Pipex Process Excellence Compliance award, in furtherance of Baldrige status. In Real Estate role, served as project executive for \$150m of hospital expansion projects.

St. Vincent's Midtown Hospital, New York, NY

Associate General Counsel and Corporate Compliance Officer, 2005 - 2007

Engaged in day-to-day hospital legal issues involving: ethics, medical staff, by-laws, leases, CON preparation, physician P.C. formation, labor matters, and claims and incidents involving the hospital and its employees. Re-bid and managed all components of insurance portfolio. Developed and managed Compliance Program and served as Compliance Counsel. Negotiated, drafted and approved all hospital contracts. Implemented and supervised law school internship program.

LEGAL EXPERIENCE

New York State Attorney General, Claims Bureau-Medical Malpractice Division, New York, NY

Medical Care Representative / Attorney (contract position), 2005

In defense of medical malpractice claims against State-run hospitals, analyzed medical records to identify strengths, weaknesses, issues and defenses. Consulted at trials on expert witness' direct and cross-examinations.

Herten, Burstein, Sheridan, Cevasco, Bottinelli, Litt, Toskos & Harz, L.L.C., Hackensack, NJ

Associate / Legal Nurse Consultant, 2004 - 2005

Mass tort pharmaceutical products liability litigation: drafted motions and cross-examination outlines, coordinated discovery and analyzed medical records. Implemented and conducted firm-wide training on medical case work-ups. Prepared local counsel and experts for depositions. Supervised a trial team of 5 contract attorneys and 7 paralegals. Designated as local litigation counsel as well as supervisory counsel for cases in CA, OK, LA & IL.

Wilson, Elser, Moskowitz, Edelman & Dicker, L.L.P., White Plains, NY

Associate / Legal Nurse Consultant, 2002 - 2004 (and per-diem expert witness until 2017)

Analyzed medical records, drafted motions and memoranda, conducted legal and medical research, selected medical experts, and coordinated with claims and risk managers. Responsible for substantial individual caseload in complex medical malpractice defense division.

MEDICAL EXPERIENCE

Empress Ambulance Service, Westchester, NY

Director of Operations, Paramedic Supervisor, Paramedic, EMT 1989 - 2001

Extensively provided direct patient care as street EMT, Paramedic, Supervisor, and eventually Directed of Operations for 250-employee, 60,000 annual call volume Advanced Life Support EMS system in Westchester County.

St. John's Riverside Hospital, Yonkers, NY

Critical Care Registered Nurse, 1994 - 1997

Provided care to an acutely ill team of patients in the cardiac care unit. (Currently Board Certified in Emergency Nursing.)

TEACHING EXPERIENCE

Westchester EMS Academy, Valhalla, NY

Assistant Clinical Skills Instructor, 1989 - 1998 (adjunct)

Taught clinical component of EMT and Paramedic programs and proctored New York State clinical skills examinations.

John Jay College of Criminal Justice, New York, NY

Clinical Skills Instructor, 1990 - 1991 (adjunct)

Taught New York State Certified First Responder course to NYC Police Academy.

CERTIFICATIONS, PROFESSIONAL AFFILIATIONS and AWARDS (Current and Past)

New York State AEMT-Paramedic Certification

Emergency Medical Dispatcher Certification

Advanced Cardiac Life Support

Prehospital Trauma Life Support

Hudson Valley Regional MAC Certification

Legal Nurse Consultant Certificate

American Red Cross Disaster Services Certification

American Red Cross Hurricane Katrina participant

Westchester Life Saving Awards 1990, 1991, 1992, 1994 & 1997

Nuclear, Radiological, Chemical, Weapons of Mass Destruction Preparedness Trainer Certification

Westchester EMS Council Board of Directors 1996-1997

Emergency Nurses Association

Pace Law Health Law Society Vice President 2002-2003

New York County Lawyers Association

New York State Bar Association

New York State Licensed Real Estate Broker

New York State Licensed Registered Nurse

National Executive Emergency Medical Dispatcher

Critical Trauma Care Certification

New York City MAC Certification

Board Certified Emergency Nurse Certification

American Heart Association CPR Instructor

American Red Cross Mass Care Certification

American College of Healthcare Executives

American Nurses Association

American Bar Association

Healthcare Compliance Association

Westchester County Bar Association

Healthcare Compliance Association

EDUCATION

Pace University School of Law, White Plains, NY

J.D. 2003

Honors: Health Law & Policy Certificate

Empire State College, Hartsdale, NY

B.S., Healthcare and Legal Studies 2000

Long Island University, Brookville, NY

Legal Nurse Consultant Certificate 1998

The Cochran School of Nursing, Yonkers, NY

A.A.S., Nursing-NYS RN License 1994

Westchester EMS Academy, Valhalla, NY

NYS Paramedic 1991, EMT & CFR 1989

BAR ADMISSIONS

New York

U.S. District Court, Southern District of New York

VOLUNTEER WORK

Firefighter, Briarcliff Manor Fire Department

- References available upon request -

Stan Vashovsky

PROFESSIONAL EXPERIENCE

Ambulnz, LLC and Subsidiaries
Founder & CEO

June 2015 to Current

In charge of all strategic, development and operational aspects of Ambulnz.

Maler Group, LLC
Founder & CEO

2009 - 2015

In charge of all strategic, development and operational aspects of the company, which acquired Health Systems Solutions.

Health Systems Solutions
CEO and Chairman

2007 - 2009

In charge of all strategic, development and operational aspects of this home healthcare software services company.

Philips Medical Systems
VP Philips Innovations Group

2003 - 2007

In charge of all strategic and development aspects of this global product and services group.

Philips Medcare
President

2001 - 2003

In charge of all strategic, development, sales, marketing and operational aspects of the multi-vendor services business.

Medcare Corp & Medcare Software Co
Founder & CEO

1991 - 2001

In charge of all strategic, development, sales, marketing and operational aspects of these biomedical equipment services and medical asset management companies.

Volunteer Activities
EMT / Paramedic

1990 - current

Treated and transported hundreds of patients in emergency and non-emergency situations, in New York City area. Guest lectured Paramedic students in electrophysiology, pharmacology, ACLS and PALS.

MICHAEL S. WITKOWSKI

EXECUTIVE MANAGEMENT PROFILE

Dynamic Leadership / Operations Oversight / Customer Service Excellence / Compliance Expert

Energetic, visionary executive leader with more than 38 years' experience and expertise in managing and performing all aspects of the administration of Emergency and Non-Emergency Medical Services by leveraging a keen understanding of priorities with superior cross-functional communications and interpersonal skills. Easily establish relationships and interface with key management and personnel throughout community and partnering agencies. Recognized for consistent success in developing relationships, processes, and procedures to streamline operations, increase revenues, and enhance profit performance. ***Core competencies include:***

- Business Development
- Strategic Operational Planning & Execution
- Team Performance Optimization
- Quality Customer Service & Support
- Emergency Management & Public and Governmental Relations
- Budget Planning & Oversight
- Program Analysis / Problem Solving
- Training & Presentations
- Process & Performance Improvements
- Development of Client Relationships

PROFESSIONAL EXPERIENCE

CHIEF OPERATING OFFICER, July 2017 to Current
AMBULNZ, New York, NY

EXECUTIVE DIRECTOR, February 2016 to July 2017
VILLAGE AMBULANCE SERVICE, Williamstown, MA

DIRECTOR OF EAST COAST CLIENT RELATIONS, 2013 to February 2016
INTERMEDIX, Ft. Lauderdale, FL

SENIOR EXECUTIVE VICE PRESIDENT – CHIEF OPERATING OFFICER, 2010 to 2013
OMNI MEDICAL CARE, Newburgh, NY

SENIOR EXECUTIVE VICE PRESIDENT- CHIEF EXECUTIVE OFFICER, 1998 to 2010
HUDSON VALLEY PARAMEDIC SERVICES / REGIONAL EMS, Fishkill, NY

CHIEF EXECUTIVE OFFICER, 1997 to 1998
ELLIOTT'S AMBULANCE AND AMBULETTE SERVICE, Middletown, NY

EDUCATION & CREDENTIALS

Education: Masters of Science in Healthcare Administration – Southern Columbia University

Credentials: Certified Medical Practice Manager • Certified Human Resource Specialist • New York State Certified Paramedic • New York State Firefighter • Instructor for BLS Healthcare Providers, Advanced Cardiac Life Support, Pediatric Advanced Life Support Instructor • Pennsylvania State Certified Paramedic • Past National Registered Paramedic • WMD Instructor • Certified Ambulance Coder • Certified Ambulance Compliance and Privacy Officer • Certified Healthcare Compliance Professional • National Emergency Medical Dispatcher*

...continued...

Professional Experience Continued

Professional Development: FEMA ICS and NIMS, Public Information Officer and Incident Command, Lean Six Sigma Black Belt

Professional Affiliations: Member Medical Practice Manager Association • National Academy of Ambulance Coding • United New York Ambulance Network • American Ambulance Association • Past President of the Hudson Valley Regional EMS Council • City of Beacon Deputy Emergency Manager • Past President of the City of Beacon Fire Department • City of Beacon Public Information Officer • Member of the Dutchess County EMS Council • Member of Tri State Emergency Management Group • Past Member of the Dutchess County Board of Health

*Expired certification

Curriculum Vitae

Dr. Mark A. Merlin

[REDACTED]

[REDACTED]

[REDACTED]

Collaborative physician leader with a record of administrative and academic success involving ED metrics, revenue cycle enhancement, value based medicine, patient safety, academic productivity and team building.

UNDERGRADUATE EDUCATION:

B.S. Psychology/Biology University of Pittsburgh 9/84 - 9/89

GRADUATE EDUCATION:

Doctor of Osteopathic Medicine (Physician) Philadelphia College of Osteopathic Medicine
Philadelphia, PA 9/89 - 6/94

POSTGRADUATE EDUCATION:

Graduate Hospital Philadelphia, Medical Internship 6/94 -7/95

Thomas Jefferson University Hospital/Geisinger Medical Center, PA-Internal Medicine 7/95
-7/96

Newark Beth Israel Medical Center, Emergency Medicine Residency 7/96 -6/99

PRESENT TITLES:

Envision Physician Services (EMA/EMCare) 1999-Present

CEO, MD1 (www.md1program.org), Nonprofit, 2019-Present

CEO, MD1 Medical Care PC, 2020-Present

Chief Medical Officer, DocGo, Ambulnz, Rapid Reliable Testing, 2021-Present

Vice-Chairman, Emergency Medicine, Newark Beth Israel, NJ

Medical Director, GEM Ambulance 2018-Present

Chief Medical Officer, Medway Air Ambulance, Georgia 2018-Present

Chair NJ State EMS Council, Department of Health 2018-Present (Highest elective position in NJ interacting with Governor and Commissioner of Health)

Medical Director, ParaFlight 2016-Present

PAST TITLES:

Chief Medical Officer & System Medical Director, MONOC EMS (NJ Largest EMS System. Approx ½ of NJ) 2015-2020

EMS Fellowship Director, Newark Beth Israel (NJ Only ACGME Accredited EMS Fellowship - **Largest in U.S.**) 2015-2019

Past Chair, NJ MICU (EMS) Advisory Board, Department of Health 2008-2011

Medical Director, NJ EMS Task Force (state disaster response) 2008-2011

Board of Directors, American Heart Association, NJ 2012-2015

Faculty, School of Public Health, Rutgers, Piscataway, NJ 2007-2016 (Mentor to approximately 14 MPH students)

Member, NJ State Institutional Review Board, Department of Health (Appointment by Commissioner of Health) 2011-2013

HOSPITAL APPOINTMENTS:

Jersey Shore University Medical Center 2018-Present

Newark Beth Israel Medical Center, NJ 4/11-Present

Attending Physician, Robert Wood Johnson University Hospital 5/06 –4/11

Attending Physician, Saint Barnabas Medical Center, NJ 6/99-7/04

ACADEMIC APPOINTMENTS:

Professor, Emergency Medicine-Rutgers/NJ Medical School 5/1/19-Present

Professor, Emergency Medicine-HM/Seton Hall-Appointment applied for 2019 (Pending)

Associate Professor, Rutgers School of Public Health 6/11 – 9/17

CERTIFICATION:

American Board of Osteopathic Emergency Medicine 4/02-Present

Expiration Date: 12/31/24

PROFESSIONAL SOCIETY MEMBERSHIPS:

National Association of EMS Physicians Member 1999 – Present

Society of Academic Emergency Medicine, Member 1999 – Present

American College of Emergency Physicians Member 1996 – Present Section Member EMS 1996 – Present

Section Member Tactical 2014 – Present

American Medical Association Member 1992 - Present

American Osteopathic Association Member 1990 - Present

New Jersey Medical Society Member 1994 - Present

EDITORIAL POSITIONS:

Reviewer, Annals of Emergency Medicine

Reviewer, The American Journal of Emergency Medicine Reviewer, Journal of Emergency Medicine

Reviewer, Postgraduate Medicine Reviewer, Prehospital Emergency Care Reviewer, Canadian Journal of Emergency Medicine Reviewer, Internal and Emergency Medicine

HONORS AND AWARDS:

National Association of EMS Physicians Abstract of the Year 2019

EMS Provider of the Year -- New York Yankees/EMS Night Out 2014

Recognition for Committee Chair and Accomplishments, Department of Health and Senior Services 2011

Rutgers University, President Recognition Award, Rutgers, the State University of New Jersey 2008

EMS Medical Director of the Year, NJ Department of Health and Senior Services 2007-2008

Clinical Instructor of the Year, Morristown Memorial Hospital, Emergency Medicine Residency, Morristown NJ 2005

NJ American College of Emergency Physicians, EMS Physician of the Year 2005-2006

Attending of the Year, Newark Beth Israel Emergency Medicine Residency, Newark, New Jersey 2000

Resident of the Year in Emergency Medicine, Newark Beth Israel Medical Center, 1999

Dr. Herbert Steinberg Internal Medicine Award for Superior Clinical Understanding in Internal Medicine-given to one Intern each year at Graduate Hospital, Parkview Division, Philadelphia, PA 1995

Recognition of Distinguished and Devoted Service as Paramedic Educator by The Center for Emergency Medicine of Western Pennsylvania, 1990

OTHER PROFESSIONAL ACTIVITIES:

Chair, NJ MICU Advisory Board, Department of Health and Senior Services (12/06-- present)

Medical Director, NJ EMS Task Force, Department of Health and Senior Services.(12/08--12/16)

Medical Consultant, TV Series "House" (12/09--2/12)

Medical Director, New Jersey State Police SWAT Team TEAMS C.(6/10-- Present) Medical Director, Approximately 63 New Jersey First Aid Squads Medical Education, Monthly Education Experience to Federal Agents from ATF (1/10-- 2/13)

Physician on site to President Obama for New Jersey Visit. August 2010. Secret Service Clearance (4/10)

TEACHING RESPONSIBILITIES: (2006—Present)

Education and supervision of housestaff, medical students and physician assistants during duties as an emergency medicine physician, as well as pre-hospital.

Teaching first--year medical student Microbiology course and Advanced Life Support classes to all medical students.

Course Director Venipuncture, IV, Basic Life Support I and II.

Program Director, EMS/Disaster Medicine Fellowship

Evidence Based Lecturer to Attendings on Renal Diseases, Hematology Diseases, Hospital operations and The Affordable Care Act lecture series

Education of all Internal Medicine Residents at noon conferences on cardiac/pulmonary emergencies.

Conduct weekly Journal Club on latest literature in medicine for all residents/fellows/medical students at NJ EMS Fellowship- Viewed by 7000 people each week on Facebook live.

2016-Present

I Lecture at approximately 15 academic centers and PEER reviewed meetings per year including National Association of EMS Physicians, NJ Emergency Nursing Association, NJ Department of Health Conference, Jersey Shore Trauma Conference, National AirMedical Conferences.

Over 500 lectures given in the last 15 years. Specifically lecture to residents and leadership on Emotional IQ and effective leadership qualities. Additionally, numerous lectures on hospital and Emergency Department finances.

GRANT/RESEARCH SUPPORT:

New Jersey Hospital Association (NJHA). \$500,000. 2020-2025.

Healthcare Foundation of New Jersey (HFNJ). \$100,000. 2020-2021.

Healthcare Foundation of New Jersey (HFNJ). \$25,000. 2020.

NIH RO1 Agency for Healthcare Research and Quality (AHRQ) Correlating Hospital Databases with Prehospital Information. \$1,400,000. Cantor J, DeLia D, Wang HE, **Merlin MA**. 9/10-8/14.

MPACT Biochemical Solutions Manufacturer, "Use of a New Chemical Solution to prevent Inoculation of Stethoscopes with Methicillin Resistant Staphylococcus aureus," \$1500. **PI Merlin MA**, Alter SM. June 1, 2009--May 1, 2010.

American Heart Association, "Correlation of Advanced Life Support Written Scores with Skills Performance at 3 and 6 month intervals," \$124,997. **PI Merlin MA**, Fischberg B, Pryor PE. April 1, 2008--March 31, 2010

COMMUNITY SERVICE ACTIVITIES:

CEO, www.MD1Program.org 501c3 Charitable Organization

SELECTED BIBLIOGRAPHY:

(total of >75 original research publications in Peer-Reviewed Journals including >50 poster presentations at academic conferences)

1. The initial case of Out of Hospital Transesophageal Echocardiogram: Accepted for Publication in Prehospital Emergency Care.

2. [Opioid crisis at the Jersey Shore-special report](#). Dudley LS, Konomos D, Robbins V, Qiu L, Bauter R, **Merlin MA**. J Public Health (Oxf). 2018 Jun 1;40(2):e112-e117. Doi: 10.1093/pubmed/idx106. PMID:28977468

3. St. George D., Gray B., Steenberg M., Tagore A., Ariyaprakai N., Chapman M., Bongiovanni

- R., Geranio JV., **Merlin MA**. Transferring Fixed Wing Air Medical Patients with Intracranial Hemorrhages. *Air Medical Journal*. 2020:1-2.
4. Yamauchi S,, Tagore A., Ariyaprakai, N., Geranio, JV., **Merlin MA**. Out-of Hospital Intubation and Bronchoscopy Using a New Disposable Device: The Initial Case. *Prehosp. Emerg. Care*. 2020 PMID 31825700
5. Klebacher R, Harris MI, Ariyaprakai N, Tagore A, Wasserman E, Korneu S, Hill R, **Merlin MA**. Incidence of Naloxone Redosing In The Age of The New Opioid Epidemic. *Prehosp, Emerg. Care*. 2017 PMID 28686547
6. Westrol MS , Koneru S , McIntyre N , Caruso AT , Arshad FH , **Merlin MA** . Music genre as a predictor of resource utilization at outdoor music concerts. *Prehosp Disaster Med*. 2017;32:1-8. PMID 28215192
7. **Merlin MA**, Tagore A, Bauter R, Arshad FH. A Case Series of Double Sequence Defibrillation. *Prehosp. Emerg Care* 2016; 5: 1-4. PMID 26848018
8. Dudley LS, Madonna I. Mansour MI, **Merlin MA** Epinephrine for Anaphylaxis: Underutilized and Unavailable *West J Emerg Med*. 2015;16:385– 387. PMID 25987911
9. Bucher J, Dos Santos FD, Frazier D, **Merlin MA**. Rapid Extrication versus the Kendrick Extrication Device (KED): Comparison of Techniques Used After Motor Vehicle Collisions. *West J Emerg Med*. 2015; 16: 453-458 PMID 25987929
10. Delia D, Wang HE, Kutzin J, **Merlin M**, Nova J, Lloyd K, Cantor JC. Pre hospital Transportation to Therapeutic Hypothermia Centers and Survival From Out-of-Hospital Cardiac Arrest. *BMC Health Serv Res*. 2015; 15: 533-540.
11. Nieves LC, Mehrtens GM, Pores N, Pickrell C, Tanis J, Satty T, Chuang M, Young TC, **Merlin MA**. The Effect of Furosemide Dose Administered In The Out of Hospital Setting on Renal Function Among Patients With Suspected Decompensated Heart Failure. *Prehosp Disaster Med* 2015; 30: 38-- 45. PMID 25592809
12. Kotora JG, Westrol MS, **Merlin MA**. Use Of a Fiberoptic Camera To Perform A Trauma Assessment During A Confined Spaced Rescue. *Am J Disaster Med*. 2014;9: 151--156. PMID 25068944
13. Kotora JG, Clancy T, Manzon L, Malik V, Loudon RJ, **Merlin MA**. Active Shooter In The Emergency Department: A Scenario--based Training Approach For Healthcare. *Am J Disaster Med*. 2014; 9: 39--51. PMID 24715643
14. Sterling M, Echeverria SE, **Merlin MA**. The Effect of Language Congruency on the Out--of Hospital Management of Chest Pain. *World Medical and Health Policy*. 2014
15. **Merlin MA**, Carluccio A, Raswant, DosSantos FD, Lehrfeld DP, Ohman-- Strickland PO, Prehospital Hypoglycemic Patients Receiving IV Thiamine Loading Prior to Glucose vs. Glucose Alone. *Western J of Emerg Med* 2012; 13: 406--409 PMID 23359624
16. Shiroff AM, Gale SC, **Merlin MA**, Crystal JS, Linger M, Shah AD, Beaumont E, Lustiger

E, Tabakin E, Gracias VH. Enhancing the Tissue Donor Pool through Donation after Death in the Field. *Prehosp Disaster Med* 2013;28:187- -190. PMID 23331873

17. McKinney JS, Mylavarapu K, Lane J, Robert V, Ohman--Strickland PO, **Merlin MA**. Hospital Prenotification of Stroke Patients by Emergency Medical Services Improves Stroke Time Targets. *J Stroke Cerebrovasc Dis*. 2013; 22: 113--118. PMID 21820919

18. **Merlin MA**, Ciccocanti C, Saybolt MD, Bockoff O, Mazzei, Shiroff AM. A Prospective Observational Analysis of Ambulation After Motor Vehicle Collisions. *Prehosp Disaster Med*. 2013; 28: 76--78.

19. **Merlin MA**, Baldino KT, Lehrfeld D, DosSantos FD. Use Of A Limited Lights and Siren Protocol In The Prehospital Setting Versus Standard Usage The American Journal of Emergency Medicine. *Am J of Emerg Med* 2012; 30: 519--525. PMID 21570233

20. Arya R, Dossantos F, Ohman--Strickland P, **Merlin MA**. Impact of Trauma Activation on the ED Length of Stay for Nontraumatic Patients. *Am J Emerg Med*. 2012; 30: 311--316. PMID 21296528

21. **Merlin MA**, Kaplan E, Schlogl J, Suss H, DosSantos F, Ohman--Strickland P, Shiroff AM. Study of Placing a Second Intravenous Line In Trauma (SITS Investigators). *Prehospital Emerg Care*. 2011; 15: 203--213. PMID 21294630

22. **Merlin MA**, Safdar H, VanPelt S, Calabrese S, Manfre J, Lewinsky A, Liu J. Prehospital Rapid Sequence Intubation in a System with two Advanced Life Support Providers-- A Preliminary Report. *Prehospital and Disaster Medicine*. 2010;25: 341--345

23. **Merlin MA**, Marques--Baptista A, Yang, I, Aquina CT, Ohman--Strickland P, Buckley B. Evaluating Degradation with Fragment Formation of Prehospital Succinylcholine by Mass Spectrometry. *Academic Emergency Medicine* 2010; 17: 631--637.

24. Arya R, Salovich DM, Ohman--Strickland P, **Merlin MA**. Impact of Scribes on Performance Indicators In The Emergency Department. *Acad Emerg Med* 2010; 17; 5: 490--494.

25. Saybolt MD, Alter SM, DosSantos FD, Calello DP, Rynn KO, Nelson DA, **Merlin MA**, Naloxone in Cardiac Arrest with Suspected Opioid Overdose. *Resuscitation*. 2010; 81: 42--46.

26. **Merlin MA**, Saybolt MD, Kapitanayan R, Alter SM, Jeges J, Liu J, Calabrese S, Rynn KO, Perritt RA, Pryor PM. Intranasal Naloxone is as effective as Intravenous Naloxone. *Am J Emerg Med*. 2010; 28: 296--303.

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28. **Merlin MA**, Moon J, Krimmel J, Marques--Baptista A. Improving Medical Students Understanding of Emergency Medical Services (EMS) through a Mandatory 4th Year EMS Experience. *Emergency Medical Journal*. 2010; 27: 147--150.

29. Alter SM, **Merlin MA**. Nosocomial and Community--acquired Infection Rates Among Ambulance Patients. *Am J Emerg Med*. 2011; 29: 57--64.
30. Marques--Baptista A, Baldino K, Prasto M, Cascio A, **Merlin MA**. Utilization of Warning Lights and Siren Based On Hospital Time--Critical Interventions. *Prehospital and Disaster Medicine*. 2010;25: 335--339.
31. Dos Santos FD, Schnakofsky R, Cascio A, **Merlin MA**. Disposable Stainless Steel vs. Plastic Laryngoscope Blades Among Paramedics.. *Am J Emerg Med* 2011; 29: 590-- 593.
32. **Merlin MA**, Alter SM, Raffel B. Determining External Blood Loss by Use of The MAR Method. *Am J Emerg Med*. 2009; 27:1085--1090.
33. **Merlin MA**, Wong ML, Pryor PW, Marques--Baptista A, Stanescu C. Prevalence of Methicillin Resistant Staphylococcus aureus (MRSA) on Stethoscopes of Prehospital Providers. *Prehospital Emerg Care*. 2009; 13: 71--74.
34. Brodsky R, **Merlin MA**, Leva EG, Levy R, Leva J, Sabile J. Febrile Seizures Can Be Safely Transported by Basic Life Support Emergency Medical Technicians. *Pediatric Emergency Care*. 2009; 25: 317--320

Published Abstracts

1. **Merlin MA**, Fischberg B, Marques--Baptista, Pryor PW, Liu J. Correlation of Advanced Life Support Written Scores with Performance Skills at 0, 3 and 6 month Intervals. *Acad Emerg Med*. 2010 S312. Presented at the Society of Academic Emergency Medicine National Meeting. Washington D.C 2010.
2. **Merlin MA**, Moon J, Krimmel J, Marques--Baptista A. Improving Medical Students Understanding of Emergency Medical Services (EMS) through a Mandatory 4th Year EMS Experience. *Acad Emerg Med* 2009; 16: S212. Presented at. CORD (Committee of Residency Directors), Society of Academic Emergency Medicine, Annual Meeting, Las Vegas, Nevada, 2009
3. Veysman BD, Carluccio A, Ohman--Strickland P, Arya R, Ostro B, **Merlin MA**. Cephalalgia in The Emergency Department Responds to Oxygen Decreasing Time to Relief, Length of Stay, CT Utilization and Need for Narcotic Pharmacotherapy (CEDRO Investigators). *Annals of Emergency Medicine* 2009; In Press Presented at the American College of Emergency Physicians Research Forum, Boston Massachusetts, October, 2009.
4. Yang A, Liu J, **Merlin MA**. An Analysis of Emergency Department Revisit Rates Based on Patient Satisfaction Scores. *Annals of Emergency Medicine* 2009 Presented at the American College of Emergency Physicians Research Forum, Boston, Massachusetts, October 2009.
5. Saybolt MD, Alter SM, DosSantos FD, Calello D, Rynn KO, Nelson DA, **Merlin MA**. Naloxone in Cardiac Arrest with suspected Opioid Overdose. *Clinical Toxicology* 22009; S312. Presented at the North American Conference on Clinical Toxicology, San Antonio TX, September 2009.

6. **Merlin MA**, Yang I, Ohman--Strickland P, Marques--Baptista A, Calello D, Rynn KO, Buckley B. Degradation with Fragment Formation of Succinylcholine in the Prehospital Environment Using Mass Spectrometry. *Clinical Toxicology* 2009; S312. Presented at the North American Conference on *Clinical Toxicology*, San Antonio TX, Sept 2009.
7. **Merlin MA**, Marques--Baptista A, Yang, I, Aquina CT, Ohman--Strickland P, Buckley B. Degradation with Fragment Formation of Prehospital Succinyl choline by Mass Spectrometry. *Academic Emergency Medicine* 2009; 16: S193. Presented at the Society of Academic Emergency Medicine Annual Meeting, New Orleans, LA, May 2009.
8. Dos Santos FD, Schnakoofsky R, Cascio A, **Merlin MA**. Improved Rates of Successful Prehospital Intubations with Metal Versus Plastic Laryngoscope Blades. *Academic Emergency Medicine* 2009; 16: S201. Presented at the Society of Academic Emergency Medicine Annual Meeting, New Orleans, LA, May 2009.
9. Nelson DA, **Merlin MA**, Tinti M. Overutilization of Medical Evacuation Helicopter for Trauma. *Academic Emergency Medicine* 2009; 16: S232--233. Presented at the Society of Academic Emergency Medicine Annual Meeting, New Orleans, LA, May 2009.
10. Arya R, Salovich DM, **Merlin MA**. Impact of Scribes on Performance Indicators in the Emergency Department. *Academic Emergency Medicine* 2009; 16: S246. Presented at the Society of Academic Emergency Medicine Annual Meeting, New Orleans, LA, May 2009.
11. Pryor PW, **Merlin MA**, Stanescu CG, Salovich DM, De Los Santos JD, Marques-Baptista A. Clean Your Bell: A Quick Method of Decontaminating Your Stethoscope of Methicillin Resistant Staphylococcus Aureus (MRSA). *Academic Emergency Medicine* 2009; 16: S270. Presented at the Society of Academic Emergency Medicine Annual Meeting, New Orleans, LA, May 2009.
12. **Merlin, MA**, Wong ML, Pryor PW, Marques--Baptista A. Methicillin Resistant Staphylococcus Aureus Prevalence on Stethoscopes of EMS Professions. *Prehospital Emergency Care* 2008; 12: S116. Presented at the National Association of Emergency Medicine Physicians Annual Meeting, Naples, FL, January 2008.
13. **Merlin MA**, Alter SM, Raffel B. A Quick and Easy Determination of External Blood Loss Using the MAR Method. *Prehospital Emergency Care* 2008; 12: S 137. Presented at the National Association of Emergency Medicine Physicians Annual Meeting, Naples FL, January 2008.
14. Eget D, Lavery RF, Salo D, **Merlin MA**. Can patients accurately interpret the numerical value of a visual analog pain scale designed for home use? *Academic Emergency Medicine* 2000; S8. Presented at the Society of Academic Emergency Medicine Annual Meeting 2000, New Orleans, LA May 2000.
15. **Merlin MA**, Swan KG, Swan SA: Leukocytosis in Trauma Patients, *Clinical Research*. 1989; 37:834A.

Review Articles/Presentations/Textbook Chapters (Additional 16 abstracts pending publication)
(Of The Top 30 EMS Articles in 2018, 3 of my articles were in the top 10 in Journal of Emergency Medical Services)

1. [DiCorpo JE](#), [Schwester D](#), [Dudley LS](#), [Merlin MA](#). A Wave As A Window Using Wave Capnography To Achieve A Bigger Physiological Patient Picture. *JEMS*_2015 Nov;40:32-5.
2. Textbook Chapter in Cole: From Bioterrorism to Earthquakes: Local Preparedness for Terror and Disaster. The Role of The Hospital Receiver. Chapter 11. Wiley Publishing. 2013
3. **Merlin MA**, Shah CN, Shiroff AM. Evidence--based Appendicitis: The Initial Work--up. *Post--Graduate Medicine*. 2010; 122: 189--195
4. **Merlin MA**, Kaplan E, Schlogl J, Suss H, DosSantos F, Ohman--Strickland P, Shiroff AM. Second Intravenous Line In Trauma Study (SITS Investigators). Presented at the Atlanticare Trauma Symposium. Atlantic City New Jersey 6/2010.
5. Zenenberg RD, Carluccio A, **Merlin MA**. Hyponatremia: Evaluation and Management. *Hospital Practice* 2010; 38: 38--42.
6. **Merlin MA**, Frazier D, Bridgeman P, Maslowski B. Keeping It Down In There: Stopping Prehospital Nausea and Vomiting. *EMS Responder*. 2010; May 5.
7. **Merlin MA**, Cortacans HP, Bucher J. U.S. Airways Flight 1549 Hudson River Crash: The New Jersey Experience. *Am Journal of Disaster Medicine*. 2009;4: 189--191
8. **Merlin MA**, Ondeyka A, Marques--Baptista A. Decompression Illness: What You Need to Know. *Emergency Medicine*. 2009; 6: 18--22.
9. Aquina CT, Marques--Baptista A, Bridgeman P, **Merlin MA**. Oxycontin Abuse and Overdose. *Postgraduate Medicine*. 2009; 121: 163--167.

PREVIOUS TESTIMONY:

Circuit Court of Grenada County, State of Mississippi
Joshua Ray Angle v. Tarence Wade, MD
Civil Action No. 2013-446-CVM
Deposition, Alan Lancaster of Liston/Lancaster PLLC, 2017
Trial, Alan Lancaster of Liston/Lancaster PLLC, 08/14/2017

United States District Court, District of New Jersey
Adapt Pharma Operations Limited, Adapt Pharma Inc., and Opiant Pharmaceuticals, Inc. v. Teva Pharmaceuticals USA, Inc. and Teva Pharmaceuticals Industries LTD.
Civil Action No. 16-7721 (JLL) (JAD) (consolidated)
Deposition, Paul Ainsworth of Sterne Kessler Goldstein and Fox PLLC, 07/14/2019 Trial, Paul Ainsworth of Sterne Kessler Goldstein and Fox PLLC, 09/06/2019

Circuit Court of Leflore County, State of Mississippi
Julia R. Flippen Brisendine and Melanie Brisendine McCrary v. Paula Spence-Evans, MD,
Greenwood Leflore Hospital
Case No. 2015-0066-CICI
Deposition, Alan Lancaster of Liston/Lancaster PLLC, 07/22/2019

Circuit Court of Montgomery County, State of Maryland
Estate of Bernice Erdrich et al. v. Righttime Medical Care
Case No. 466260-V
Deposition, Andrew Sindler of Andrew N. Sindler LLC, 11/18/2019

ACTIVE MEDICAL LICENSES:

Alabama (Expiration: 12/31/2021)
Arizona (Expiration: 12/31/2021)
Arkansas (Expiration: 02/28/2022)
California (Expiration: 02/28/2022)
Colorado (Expiration: 04/30/2021)
Delaware (Expiration: 03/31/2021)
Florida (Expiration: 03/31/2022)
Georgia (Expiration: 02/28/2022)
Indiana (Expiration: 10/31/2021)
Louisiana (Expiration: 09/30/2021)
Maine (Expiration: 02/28/2023)
Maryland (Expiration: 09/30/2021)
Michigan (Expiration: 07/15/2023)
Missouri (Expiration: 01/31/2022)
New Hampshire (Expiration: 06/30/2022)
New Jersey (Expiration: 06/30/2021)
New York (Expiration: 06/30/2021)
North Carolina (Expiration: annually within 30 days 02/26)
Ohio (Expiration: 07/31/2022)
Pennsylvania (Expiration: 10/31/2022)

South Carolina (Expiration: 06/30/2021)

Tennessee (Expiration: 02/28/2023)

PENDING MEDICAL LICENSES:

Texas

Wisconsin

ANTHONY E. CAPONE



RESUME SUMMARY:

Description:

Proven CEO, CTO and hands on engineer with substantial experience taking ideas from concept to highly scaled applications used by millions of paying customers.

Ability to manage large international teams across a wide range of industries developing and implementing innovative solutions to complex industrial grade problems.

Professional Management Experience: **7 years**

Professional Coding Experience: **14 years**

Education: **M.S. in Computational Learning Theory, B.S. in Computer Science**

Spoken Languages: **English, Spanish**

Technologies Used Frequently (*last 5 years*):

Ruby/NodeJS/Microsoft.NET/Java/Angular/React/MongoDB/Cassandra/PostgreSQL/git

Major Accomplishments:

Built one of the nation's largest ambulance companies with thousands of full time EMTs,

Paramedics, Nurses and cManaged technology at **5 start-up companies from startup to acquisition**

Advanced from a Junior Software Engineer to a Chief Technology Officer in < 10 years

Hired 100+ developers, engineers, product managers and UX personnel

Architected & developed applications used by **10's of millions of paying customers**

CEO bringing company from 3mil seed valuation to a **USD 60mil acquisition in 2.5 years**

Spoken at dozens of conferences globally, including the prestigious [SALT Conference](#)

Founded the largest free developer conference in the USA, Engineers4Engineers

Raised hundreds of millions in assets under management

QUALIFICATIONS PROFILE

Accomplished **Entrepreneur & Executive & Computer Scientist** with enterprise level software design, sales, marketing, implementation, project coordination, project planning, client relations, and team leadership. Additional outstanding communicator, adept at working with diverse clients, technical groups, training providers and global customers to develop company specific software that exceed expectations.

- Skilled at developing project plans that effectively communicate with non-technical decision makers, unique ability to put technology in easy to understand terminology.
- Skilled programmer in numerous languages with expert knowledge and experience in a vast array of technologies.
- Confident worker whom assumes ownership of all projects/assignments, with a strong commitment to quality and employee advancement.

ANTHONY E. CAPONE

PROFESSIONAL EXPERIENCE

Ambulnz – New York City, NY

2017 to Present

President

Ambulnz – New York City, NY

2017 to Present

Chief Technology Officer / Chief Product Officer

Built the nation's only completely digital on-demand ambulance service

Key Achievements:

- Built a fully digital platform for requesting, dispatching and managing emergency medical transports
- Developed a highly sophisticated artificially intelligent system to allow for thousands of critical care transports to be automatically and reliably dispatched everyday across the entire world
- Grew market size from a single city to the largest provider in five US states and second largest in UK
- Grew from 20 full time EMTs to over a 1,000 in the first two years
- Grew from 3 ambulances to several hundred in the first two years
- Managed an engineering team of 50 highly trained individuals across software development, quality engineering, product management and user experience.
- Increased valuation from \$10mil to \$600mil in 20 months
- Increased revenue from \$1m to \$60 in 20 months

Fundbase – New York City, NY

2015 to 2016

Chief Executive Officer

Managing the world's largest online marketplace of Hedge Funds with a team of over 50 employees

Key Achievements:

- Managed a company of 57, including 6 executives, while reporting to the board of directors
- Grew valuation from 3mil to 60mil acquisition
- Expanded marketplace of Hedge Funds to over 8,000 managers
- Built Fundbases user community from zero to over 5,000 qualified investors
- Generated 250k per month consistently in revenue, becoming profitable in less than 1 year
- Launched new marketplace, Fundbase Alpha, in front of 2,000+ investors at SALT Conference, the world's largest alternatives focused event
- Raised \$2.5 million in venture funding
- Increased Assets Under Management to over \$200 million by time of acquisition

Fundbase – New York City, NY

2013 to 2014

Chief Technology Officer

Built a team of 12 developers, 5 sales representatives, and 10 operations specialists to develop, maintain and sell services on fundbase.com

Key Achievements:

- Launched Fundbase.com to the public < 6 months after starting
- Grew database of Hedge Funds to over 1,000

ANTHONY E. CAPONE

- Grew community of active investors to over 750
- Developed a highly sophisticated system for automating the massively disparate array of hedge fund data received on daily basis from over a thousand funds.

Constant Contact – Boston, MA

2011 to 2013

Software Engineering Manager

Managed a team of 15 developers and 2 quality engineers spread across three time zones. Rewrote Constant Contact's entire email marketing software, used by over 600,000 people, that led to its acquisition for \$1 billion from Endurance Capital. Also, led a large team to completely rewrite NutshellMail.com allowing it to scale from 30,000 users to over a 100,000.

Key Achievements:

- NutshellMail.com
 - **Lead a team of 15 developers** (on different sides of the country) and 2 quality engineers to rewrite entire web application.
 - Front end conversion, ASP.NET web forms to ASP.NET MVC. Back end conversion, C# 2.0 (synchronous) to C# 4. (MSMQ w/ MassTransit, StructureMap, ASync)
 - Feature complete by our 6 month deadline.
 - Improved scalability to allow for 100,000 users to get on average of 2 aggregated email updates a day, constituting approximately one million third party (Facebook/Twitter) API calls a day.
- ConstantContact.com
 - **Started, architected and co-lead a team** (7 developers, 3 quality engineers, 3 designers) to create an impressively advanced HTML 5 based rich document editor. Editor has support for manipulating inline images and complex text, among others. In use by 500,000+ customers.
 - Abided to strict TDD with RSpec, Cucumber and Jasmine managed through an effective Agile strategy with help from KanBan methodologies.
 - Developed using **Ruby On Rails (1.9.3/3.1.3), jRuby, Cassandra, git, MySql, Haml, SaSS, jQuery, requireJS, jQueryUI, Aloha Editor, Kinetic JS, Bootstrap, NodeJS** and OpenAjax Hub.

Student Voice – Buffalo, NY

2009 to 2011

Principal Software Engineer

Managed a team of 8 developers and 2 quality engineers to seamlessly convert and improve a heavily used **Java (J2EE)** commercial web application to Microsoft.NET, while concurrently continuing bug fixes and feature updates. Led technology at the company from a few employees to acquisition by Higher One for \$75 million.

Key Achievements:

- Instituted rigorous processes for testing, deployments, implementations and support resulting in a substantial increase of software reliability.
- Implemented a hybrid of Agile and Scrum programming methodologies using AgileZen for task delegation and bug reporting.

ANTHONY E. CAPONE

- Migrated a J2EE/JBoss/XML/Apache/MySQL/Hibernate web application which received over a million daily hits to C#3.5/MVC.NET2.0/IIS7.0/MSSQL/NHibernate in 7 months with a team of 5 engineers (2 senior/3junior). Completed without client interruption.

Polyester Fibers LLC. – Buffalo, NY

2008 to 2010

Senior Software Engineer

Managed a team of 4 developers that designed, coded and implemented proprietary software to integrate with *Microsoft Dynamics 10* on an eight site, 1000+ user system. Traveled to each location migrating from their existing legacy ERP. Lead implementation of software rewrite preparing for acquisition by Empire Holdings at a \$50 million valuation.

Key Achievements:

- Managed a team of 5 engineers over a period of 9 months to develop and deploy software used by over 1000 users. Met every milestone on time, including the deployment deadline.
- Built a team of 7 engineers to make our proprietary software available on the public market.
- Software is developed using C#, VB.NET, ASP.Net and C++ that connects securely using AJAX, Web Services, and XML/XSLT. Used LINQ to interact with a SQL Database Server. User Interface(s) are created using WinForms, JavaScript, HTML\CSS.
- Designed web based reporting tools that integrate with Microsoft SQL Reporting Services and Crystal Reports using ADO.NET.
- Implemented Microsoft ClickOnce technologies to deploy and update all custom company wide software.

VITEC SOLUTIONS – Amherst, NY

2005 to 2007

Junior Software Developer

Wrote custom software to improve efficiency of company specific tasks. Replaced the need for a team of account managers by building custom software tailored to the needs of our system engineers. By saving the company over \$800,000 a year we built a case for \$15 million acquisition by Empire Holdings.

Key Achievements:

- Examined employee processes, documented the processes in a methodical manner, and recommended/implemented automated alternatives.
- Developed business specific applications, including modules for customer service, accounting, sales, shipping and service. All applications were written with the .NET Framework and communicated between an SQL and Oracle backend.
- Integrated all modules with Microsoft Dynamics thus maintaining the consistency of business flow without requiring the existence of a separate system.
- Wrote all business modules as web based, thus allowing engineers to access tools remotely through web based SSL encryption.

ANTHONY E. CAPONE

STARLINE INDUSTRIES USA – Buffalo, NY

2003-2005

Internal Software Developer

Maintained internal scripting on a Microsoft network for over 100 users. Managed projects for system upgrades, as well as developed software to maintain the internal company network. Designed intranet for 600+ users in PHP and that integrated with existing DB2 based PowerBuilder ERP. Created automated system for disbursing and updating existing ERP modules in VB, VB.NET, VBScript. Developed a web based Contact Management System for the Sales Department.

EDUCATIONAL EXPERIENCE

Masters of Computational Learning Theory - Clarkson University - May 2014

Bachelor of Science (CS) – SUNY College at Potsdam, Graduated Sum Cum Laude - May 2009

Bachelor of Arts (Philosophy) - SUNY College at Potsdam, Graduated Sum Cum Laude - May 2009

Bachelor of Arts (Law) - SUNY College at Potsdam, Graduated Sum Cum Laude - May 2009

Dale Carnegie School of Business Communication - Graduated August 2005

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**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**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 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**

Signature



Anthony Capone, President

Print Name and Title

Ambulnz Holdings, LLC

Print Name of Contractor

6/17/21

Date



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/offeror 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/offeror 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/offeror 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/offeror'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

<i>NJSTART</i> Term	Equivalent Statutory, Regulatory and/or Legacy Term
Bid/Bid Solicitation	Request For Proposal (RFP)/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket 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

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; 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).

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

Anthony Capone, President

Print Name and Title

Ambulnz Holdings, LLC

Print Name of Contractor

6/17/21

Date

**New Jersey Department of Health
Request for Quote
Turn-Key Vaccine Administration Services
Price Schedule**

Bidder Name: [Ambulnz Holdings, LLC](#)

Quote Opening Date: [6/17/21](#)

Quote Submission Date: [6/16/21](#)

*Price Line No.	Description (Tasks/Deliverables)	Unit of Measure	Firm-Fixed Unit Price (B)
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Part A: Types of Service

1	Pop-Up Site Turnkey Vaccine Administration Services. Reference RFQ Section 1.2, A)	Each Vaccine Administered	\$48
2	Mobile Unit Turnkey Vaccine Administration Services (Reference RFQ Section 1.2, B)	Each Vaccine Administered	\$55
3	Homebound Turnkey Vaccine Administration Services (Reference RFQ Section 1.2, C)	Each Vaccine Administered	\$150

Part B: Wraparound Services

4	Site Security (Reference RFQ Section 3.5 - Wraparound Services)	120 -Minutes	\$200
5	Site Cleaning (Reference RFQ Section 3.5 - Wraparound Services)	Day	\$200
6	Site Furnishings (Reference RFQ Section 3.5 - Wraparound Services)	Day	\$500