

**STATE OF NEW JERSEY
AGENCY REQUEST FOR PROPOSAL**

Vendor Name and Address: NOTE: Bidder must enter information in this space	Return This Proposal to: Via Email to: <u>centralprocurement@doh.nj.gov</u> ✓	US Mail Delivery Address: <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> Department of Health 7TH Floor 369 S. Warren Street P O Box 360 Trenton, NJ 08625-0360	
NOTE: This proposal must be returned before 2:00 PM Eastern time on the following date: 12/17/2020		Agency Person to Contact: <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px;"></div>	
Fiscal Year 2021	Account Number N/A	Agency Ref. COVID-19 VACCINE CALL CENTER SPECIFICATIONS	Commodity Code No.
IMPORTANT INSTRUCTIONS TO BIDDERS: Read the entire bid proposal, terms and conditions, and specifications. Fill in all information requested below. All bid prices must be typed or written in ink on this form. Any corrections, erasures or other forms of alterations to unit and/or total prices <u>must</u> be initialed by the bidder. Upon completion, this proposal must be signed and returned to the address shown above. Unsigned proposals will not be considered. NOTE: THE TERMS AND CONDITIONS ARE ON THE FOLLOWING PAGE.			

ITEM NO.	QTY	UNIT	DESCRIPTION (ALL ITEMS MUST BE DELIVERED F.O.B. DESTINATION)	Unit Cost	TOTAL COST
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1	1	Each	<p>This document contains specifications for State of New Jersey (“State”) to share with a VENDOR for the New Jersey COVID-19 Vaccination call center, and example (suggested, <i>not exhaustive or prescriptive</i>) language to be integrated into a service level agreement with VENDOR. This document is not intended to be used as is, or in place of a request for proposal with a VENDOR.</p> <p>GOALS</p> <p>The New Jersey COVID-19 Vaccination Call Center (“Call Center”) will support the State’s strategic aims of a robust COVID-19 vaccination program that:</p> <ul style="list-style-type: none">Provides equitable access to all who live, work, and/or are educated in New JerseyAchieves community protection, assuming vaccine effectiveness, availability, and uptakeBuilds sustainable trust in COVID-19 and other vaccines. <p>The NJ COVID-19 Vaccination call center will provide separate queues for:</p> <ul style="list-style-type: none">Consumer registration and scheduling (inbound calls) and outbound calls (e.g., second dose appointment reminders and scheduling reminders, especially during downtime)Technical support to vaccine providers. <p>These queues can share a central telecommunications and IT infrastructure but require separate training, staffing criteria and workforce management of agents to meet the distinct needs of their respective caller groups.</p> <p>DESCRIPTION</p> <p>The State is looking to set up the Call Center for minimum 6 months, with potential additional 6 months extension. Agents staffed for the consumer and provider segments of the call center will have different responsibilities:</p> <table><tr><th>Consumer</th><th>Provider</th></tr><tr><td><p>Consumer call center agents will handle inbound and outbound calls with the following responsibilities:</p><p>Inbound Calls:</p><p>Register consumers in the State-provided online vaccination registration system</p><ul style="list-style-type: none">· Provide guidance on scheduling wait-times<p>Provider call center agents will handle inbound</p></td><td><p>Provider call center agents will handle inbound calls with the following responsibilities:</p><p>Inbound Calls · Answer questions from provider sites relating to vaccine delivery (including but not limited to operations, cold chain management, wastage, etc.)</p><ul style="list-style-type: none">· Schedule vaccination appointments by accessing State-provided online vaccination registration system· Provide support for answering consumer questions on navigating online vaccination registration system· Refer callers to additional</td></tr></table>	Consumer	Provider	<p>Consumer call center agents will handle inbound and outbound calls with the following responsibilities:</p> <p>Inbound Calls:</p> <p>Register consumers in the State-provided online vaccination registration system</p> <ul style="list-style-type: none">· Provide guidance on scheduling wait-times <p>Provider call center agents will handle inbound</p>	<p>Provider call center agents will handle inbound calls with the following responsibilities:</p> <p>Inbound Calls · Answer questions from provider sites relating to vaccine delivery (including but not limited to operations, cold chain management, wastage, etc.)</p> <ul style="list-style-type: none">· Schedule vaccination appointments by accessing State-provided online vaccination registration system· Provide support for answering consumer questions on navigating online vaccination registration system· Refer callers to additional		
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calls with the following responsibilities: Inbound Calls · Answer questions from provider sites relating to vaccine delivery (including but not limited to operations, cold chain management, wastage, etc.)

· Schedule vaccination appointments by accessing State-provided online vaccination registration system · Provide support for answering consumer questions on navigating online vaccination registration system · Refer callers to additional resources and other help-lines (both through interactive voice response and if needed through warm handoff) Outbound Calls · Make reminder calls to potential recipients who have previously registered but not scheduled a vaccine appointment as yet · Contact targeted populations for registration · Make reminder calls to those who missed or have not scheduled second dose vaccine appointment

resources and other help-lines (both through interactive voice response and if needed through warm handoff) Outbound Calls · Make reminder calls to potential recipients who have previously registered but not scheduled a vaccine appointment as yet · Contact targeted populations for registration · Make reminder calls to those who missed or have not scheduled second dose vaccine appointment · Answer questions on accessing/using the New Jersey Immunization Information System (NJiIS) · Provide COVID-19 NJiIS training support · Provide support for State-provided online vaccination registration system · Provide user training and provisioning for State-provided online vaccination registration system Outbound Calls · Reminders and/or troubleshooting related to reporting COVID-19 doses administered data to NJiIS in a timely manner · Call back requested by provider · Call back the provider related to ongoing issues requiring follow-up and resolution · Calls to users related to training and/or user provisioning for NJiIS or NJ Vaccine Scheduling System

Responsibilities outlined above may evolve and change at the discretion of the State, and dependent on circumstances.

SUMMARY OF SPECIFICATIONS

An effective effort to stand up and support a contact center operation will require substantial effort in both design and execution. The scope of work and resources within the eight (8) categories of services defined below will be agreed upon by State and VENDOR

Ref. # to Section	Services Description
1	Hiring
2	Training and confidentiality
3	Workforce management

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4	Quality Assurance
5	Performance Management
6	Technology
7	Contingency Plan
8	Overall Program Management
9	Fixed Hourly Rate Pricing
10	Proposal Evaluation

DETAILED DESCRIPTION OF SPECIFICATIONS:

1. Hiring

VENDOR will be responsible for execution of recruiting, interviewing and hiring plan of Consumer Call Center agents, including:

- Develop job descriptions in collaboration with State
- Define hiring plan tied to needs and timelines, and assess variable staffing models (e.g., flexible staffing), as needed
- o Preference for residents of NJ
- o Ensure appropriate background checks during recruiting – working with DOH to leverage past experience (e.g. with contact tracing call center hiring)
- o Ensure 30% bi-lingual in Spanish and incorporation of a language service into 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 Yiddish2.

https://www.state.nj.us/transportation/business/civilrights/pdf/map_language.pdf and
https://www.census.gov/data/tables/2013/demo/2009-2013-lang-tables.html?eml=gd&utm_medium=email&utm_source=govdelivery

- Hire staff at all levels needed including operational management support structure with ratios 1:15 (expected range: 1:13 – 1:17)
- Have a contingency plan to scale additional agents given additional call volume (see section 7)

Agents will perform responsibilities outlined in the DESCRIPTION section above and will be assigned a set schedule for 35 hours/week to ensure coverage between **6am-10pm daily, 7 days a week**. The position will be temporary.

Please refer to Section 3 – Workforce Management for call volume assumptions that can be used to estimate number of agents: with further scaling up and hiring of agents needed in response to

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		<p>external triggers (e.g., 2-3 weeks after public awareness campaigns)3.</p> <p>Feedback and input will be provided by State to VENDOR both on an initial and on-going basis; it is understood and agreed that the ultimate hiring responsibility for Consumer call center agents shall remain with VENDOR.</p> <p>For provider call center, State will hire and onboard ~20 staff: 4 supervisors and 16 professional staff that will serve as Level 2 escalation for the VENDOR provider call center staff.</p> <p>VENDOR responsibilities will include:</p> <ul style="list-style-type: none">· Hire and manage staff to answer questions related to the NJ Vaccine Scheduling System, training and user provisioning, general (high-level) NJIIS and programmatic questions. More in-depth questions will be routed to State staff. Estimate that 75-100 staff will be needed to support provider call center at launch, with the need to scale up as needed. <p>2. Training and confidentiality:</p> <p>VENDOR will be responsible for delivering training and onboarding plan, including:</p> <ul style="list-style-type: none">· Customize training for specific requirements needed· Deploy at scale training required in remote setting, with visibility for State on completion of training modules· Facilitate staggered onboarding of new hires with knowledge transfer across roles· Facilitate on-going training given changing needs and guidance, including on operational topics and soft skills in listening openly to concerns, building trust, cultural competency practices, and broader customer service.· Provide a knowledge management system/repository for documentation purposes (e.g., FAQs, job aids, etc).· All call center agents and call center supervisors will need to sign a confidentiality agreement in a form provided by NJDOH to protect confidentiality of information about NJ residents who use the call center and the NJ Vaccine Scheduling System. <p>Assuming ~1.5M calls over 6 month duration, 35hr/week, ~20-30min average duration across all types of calls</p> <ul style="list-style-type: none">· Provide details of any personally identifiable information being stored or recorded, outside of State-provided online registration and scheduling system. State will specify confidentiality and ethics trainings required to handle confidential, personally identifiable information <p>The State shall provide the initial input and draft of the required training curriculum, duration and other content to VENDOR for review and comment for Consumer and Provider call center supervisors and agents.</p>		
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3. Workforce management

VENDOR is responsible for all aspects of the workforce management of agents, on agreed upon terms with State. VENDOR shall

- Build forecasting model
- Execute forecast and staffing model to align agents with requirements
- Create agent schedules that align with model output (with expected shrinkage)
- Manage call volume in real time to shift resources as available – e.g. between inbound and outbound calling

	Consumer	Provider
Number of Agents	~1,300 (range 800 – 3,000) agents on average, with further scaling up and hiring of agents as needed in response to external triggers (e.g., public awareness campaigns)	75-100 at launch with scale up and hiring as needed.
Supervisor: Manager ratio	Recommend between 1:13 – 1:17	Recommend 1:8 – 1:12
Hours of Operation	6am – 10pm, 7 days	6am – 10pm, 7 days
Average expected work week	~35 hrs / week	~35 hrs / week
Average estimated call duration	~20-30 mins (depends on types of inbound / outbound calls)	Between 5 mins and 30 mins
Estimated call volume	~1.5M calls over 6 months	~250K – 500K calls estimated over 6 months

Assuming ~1.5M calls over 6 month duration, agent capacity: 35hr/week, ~20-30min average duration across all types of calls and standard benchmarks for utilization

VENDOR shall provide suggestions for above and agree with State.

4. Quality assurance

VENDOR is responsible for executing on the quality assurance plan and meeting QA goals

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- Provide quality assurance resources to monitor at the determined cadence
- Deliver feedback to front line agents based on quality monitoring observations
- Align with state on sample size and on the frequency of sharing the QA report (e.g., ideally weekly)
- Identify improvement targets and ensure goals are achieved

State will:

- Provide feedback on measuring quality at the overall and individual agent level and the parameters for measuring quality on a regular basis
- Provide input on Quality Assurance methodology and improvement targets

5. Performance management

VENDOR is responsible for

- Regular reporting including ability to report on ongoing basis all information reasonably requested that is necessary to comply with any reporting requirements
- Process for escalation of challenges and obstacles for rapid resolution, as needed

VENDOR will create a scorecard or integrated dashboard that includes the appropriate measures to track and inform decision-making of actions. The structure and design of analyses and dashboards that will be disseminated on a regular basis should be jointly agreed upon between VENDOR and State before production.

VENDOR shall provide frequent reports and visibility into KPIs on a daily, weekly and monthly basis. In initial few days after launch, reporting may be more frequent (multiple times a day).

Metrics to include in each report, and frequency of reporting will be decided upon between VENDOR and State. Based on ongoing performance, measures to track may be

refined given lessons learned. VENDOR shall confirm ability to generate monthly reports that will include metrics defined in table below (not exhaustive):

· Key metrics to report on:

o # of potential ‘consumers’ or vaccine recipients registered per week through call center

o # of potential ‘consumers’ or vaccine recipients scheduled for appointments through call center

o Average handle time for different types of calls (e.g., inbound vs. outbound, registration only, scheduling only, registration and scheduling, reminder outbound etc.)

o Inbound vs outbound mix of calls

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- o Call transfer rate
- o Average and Maximum time-to-answer
- o Percentage of calls answered in 1mins
- o Maximum hold time
- o Percentage of Calls Blocked: percentage of inbound callers that received the busy tone when they call per week
- o Customer satisfaction
- o Average abandoned call rate
- o Accuracy of Consumer Recipient Information entered into State-provided online registration system
- For Provider Call center metrics, would propose including:
 - o # of State provided online registration system users trained
 - o # of State provided online registration system users provisioned
 - o # of calls transferred to State staff
 - o # of State provided online registration system issues reported – public portal
 - o # of State provided online registration system issues reported – user issues
 - o # of State provided online registration system issues escalated to L3
 - o Average time for each call
 - o # Call-backs needed to resolve issue / First call resolution
- Staffing:
 - o Occupancy targets: amount of time agents are on live calls as well as completing work associated with the calls
 - o Shift structure
 - o Shrinkage
 - o Attrition
- Contingency plan updates if too many calls than expected or too few (see section 7)
- 6. Technology: VENDOR is responsible for:
 - Providing hardware, software and broadband access to operate the contact center remotely including, but not limited to the specifications outlined by the State
 - o Laptop hardware

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	<ul style="list-style-type: none"> o Operating systems to access State-provided online registration system o Internet connectivity o Supported browsers o PC headsets o Phone options for landline and mobile o Language interpretation solution (e.g., Language line) · Providing telephony solution, including but not limited to o Interactive Voice Response (IVR) available 24/7 (VENDOR to specify elements of IVR provided e.g., self-service, automated voice or text message response etc.) o Ability to send text, SMS reminders – if not part of State-provided online registration system · Responding to troubleshooting inquiries within 1 hour during business operations · Developing continuity/disaster recovery plan · Ensuring full confidentiality and security of personal health information being collected and include a security management report and plans for escalation, if need arises. <p>VENDOR shall ensure full confidentiality and security of personal health information being collected and include a security management report, if need arises.</p> <p>7. Contingency plan</p> <p>VENDOR will be evaluated on ability to be agile and adapt, i.e., have a clear plan and ability to execute in the case of</p> <ul style="list-style-type: none"> · Call demand exceeds staffing capacity: Example responses may include o Call deflection strategies (e.g., redirect a call to other help lines through interactive voice response IVR) or direct callers to other registration channels o Onboard / hire agents at expedited rate · Staffing capacity exceeds call demand: Example responses may include o Re-allocate agent capacity to making outbound calls for scheduling reminders, second dose appointment reminders or initial outreach targeting of specific populations or employers / associations with low registration trends <p>VENDOR must share a clear plan with the State early to agree on a contingency plan.</p> <p>8. Overall Program Management</p>		
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VENDOR will offer daily standup for State team (up to 3x a day or more frequent during days of launch) and periodic report-outs of integrated dashboard with previously agreed upon objectives and metrics between the State and VENDOR.

VENDOR will serve as a 'one stop shop' for the State to provide insights and alignment across sections outline above, supporting the programs overall success, including maintaining high levels of resident and employee experience, liaising with the State leadership on decision making and planning, and addressing issues and dependencies in real-time, where such overall program management and program success shall be consistent with previously agreed upon objectives and metrics

If Vendor has supported State on any other call centers before, Vendor will share how supporting this additional work will not compromise existing work, including sufficient leadership oversight.

Vendor will conduct targeted root-cause analyses and troubleshooting on call center operations on a regular basis with a view to making recommendations on refinements for call center operations, including:

- Strategic analytics: Conduct targeted analyses, including focus areas of concern or near-term trends to inform areas such as workforce staffing, operational standards, and training elements, whether from the State
- Troubleshooting: Conduct root-cause analysis to identify operational issues and recommend actions to be taken on items #1-7 above, where the actions are to be mutually agreed upon between State and VENDOR.
- Reporting: Create integrated dashboard of early warning indicators to inform decision-making of actions, easily accessible and configurable reports, automatic generation and dissemination of reports

9. Fixed Hourly Rate Pricing

The bidder must submit its pricing using the format set forth in the State-supplied Price Sheet included as Attachment 1. The Price Schedule requires firm fixed pricing. Firm Fixed Pricing is a price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

The bidder must include the number of hours for each staff member proposed under a weekly pricing format. The bidder must also indicate how it accounts for billing if less than a full week of work is performed. Payment to the Contractor for work will be based upon these rates.

10.0 Proposal Evaluation

10.1 RIGHT TO WAIVE

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

10.2 STATE'S RIGHT OF FINAL PROPOSAL ACCEPTANCE

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The Director reserves the right to reject any or all proposals, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the Vendor or Vendors, best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie proposals will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.

10.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

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

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

10.4 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 bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in deta

10.5 PROPOSAL EVALUATION COMMITTEE

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Division. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant(s) in an advisory role.

10.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

After the submission of proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

After the proposals are reviewed, one, some or all of the bidders may be asked to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The bidder may be required to give an oral presentation to the State concerning its proposal. Bidders may not attend the oral presentations of their competitors.

10.7 SELECTION PROCESS

Quotes will be evaluated and scored technically before pricing is revealed to the Evaluation Committee. Each evaluated quote will receive a Total Technical Score. The Technical Proposal Score will be the average of the combined Technical Quote Score (sum of each voting member technical evaluation score divided by the number of voting members).

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

10.7.1 TECHNICAL EVALUATION CRITERIA

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

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 RFP.

C. Ability of firm to complete the Scope of Work based on its Technical Proposal: The overall ability of the bidder to undertake and successfully complete the technical requirements of the contract in a timely manner.

10.7.2 BIDDER'S COST QUOTE

For evaluation purposes, bidders' quote sheets will be evaluated and ranked based on an analysis of cost reasonableness based on the price lines of all responsive and responsible bidders. Bidders will be selected for contract award based on the technical scores and bid prices.

10.7.3 PROPOSAL DISCREPANCIES

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

Exhibits

Exhibit A: Service Level Agreements

1.1 Call Center Availability

SLA Name	System (NJ COVID-19 Vaccine Call Center) Availability
Performance Standard	The System (NJ COVID-19 Vaccine Call Center) shall be available 6am – 10pm, seven-days-a-week.
Effective Date	Go Live Date
Measurement Process	The System (NJ COVID-19 Vaccine Call Center) shall be available 6am – 10pm, seven-days-a-week , except for approved time for system maintenance.

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Failures and Nonexclusive Remedies	Liquidated Damages for non-compliance for time not meeting the measurement process are defined as: • 0 - 60 minutes - \$5,000 • 61 - 90 minutes - \$10,000 • 91 - 120 minutes - \$15,000 • Over 2 hours - \$20,000 per hour after 2 hours In addition to the Liquidated Damages cited above, for each incident of the System (NJ COVID-19 Vaccine Call Center) downtime in excess of four (4) per month, the Vendor shall be assessed \$10,000 per incident regardless of the duration of downtime.
Escalation	If the System (NJ COVID-19 Vaccine Call Center) Availability falls below 99.8% during the month, the Vendor shall conduct the following: • SCM is notified
Exceptions	Any downtime that has been accepted by the NJDOH. Requests for call center downtime during hours of operation shall be made to the NJDOH 24 hours in advance or approved by NJDOH.
Reporting	Any unscheduled downtime shall be documented and explained in writing to the NJDOH within 48 hours. The Vendor shall report all occurrences and duration of each downtime within a monthly status report.

1.2 IVR System Availability

SLA Name	IVR System Availability
Performance Standard	The System (IVR) shall be available 6am – 10pm, seven-days-a-week.
Effective Date	Go Live Date
Measurement Process	The System (IVR) shall be available 6am – 10pm, seven-days-a-week, except for approved time for system maintenance.
Failures & Nonexclusive Remedies	Liquidated Damages for non-compliance for time not meeting the measurement process are defined as: • 0 - 60 minutes - \$1,000 • 61 - 90 minutes - \$2,000 • 91 - 120 minutes - \$4,000 • Over 2 hours - \$6,000 per hour after 2 hours In addition to the Liquidated Damages cited above, for each incident of the System (IVR) downtime in excess of four (4) per

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	month, the Vendor shall be assessed \$2,500 per incident regardless of the duration of downtime.
Escalation	If the System (IVR) Availability falls below 99% during the month, the Vendor shall conduct the following: • SCM is notified
Exceptions	Any downtime that has been accepted by the NJDOH. Requests for IVR downtime during hours of operation shall be made to the NJDOH 24 hours in advance or approved by NJDOH.
Reporting	Any unscheduled downtime shall be documented and explained in writing to the NJDOH within 48 hours. The Vendor shall report all occurrences and duration of each downtime within a monthly status report.

1.3 Performance Management Metrics

VENDOR should provide a quantitative measurement process proposal on performance management metrics (3-4 of the most relevant KPIs such as those outlined in Section 5: Performance Management Metrics) that will be agreed upon between State and VENDOR. These can be balanced across customer satisfaction and productivity.

Four metrics shown below as an example (benchmark ranges provided are sourced from past and existing State call center contracts and industry experience):

Measurement Process	EXAMPLE Failure & Non Exclusive Remedies 5x= [VENDOR AND STATE TO ALIGN]
Maintain a maximum weekly average time-to-answer of ~50-70 seconds.	[\$X] per week for weekly average time-to answer exceeding [X] seconds.
Maintain a maximum time-to-answer of 2 minutes.	[X] % of monthly contract value if [X] % or more of calls exceed given threshold over a period of a month on average. [X] % of monthly contract value if [X] % or more of calls exceed given threshold
Receive a top two rating (assuming a five-point scale)	X] % of monthly contract value in any month with a week (Sunday-Saturday) where the Customer satisfaction percent is less

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in 85-90% of total customer surveys for Customer satisfaction	than [85-90%],
Maintain average agent occupancy of ~85-90%	[X] % of monthly contract value if average occupancy falls [5-10] % below threshold

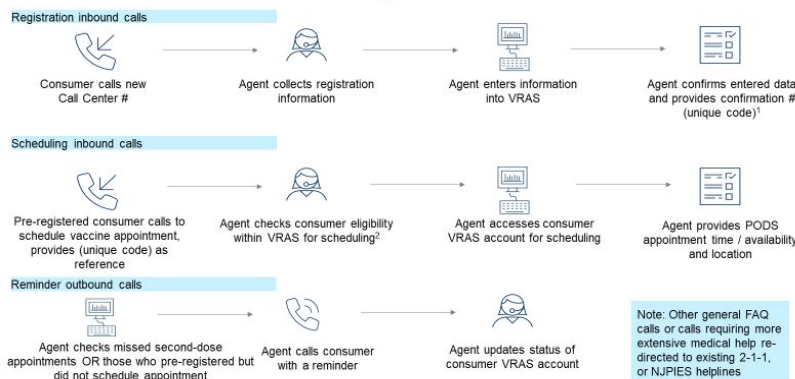
Adapted from and informed by State previous service level agreements and other call center support experiences, for example: https://www.state.nj.us/dobi/financial/Exhibit4.1SLA_190927.pdf

Exhibit B: Consumer workflows

Call center specifications: Consumer	
Sub-workstreams	Consumer
Hiring	<ul style="list-style-type: none"> State to hire new agents and supervisors through existing vendor or end-to-end call center operator (to be confirmed) Medical background not necessary, customer service background preferred
Training and confidentiality for agents and supervisors	<ul style="list-style-type: none"> Virtual training model for supervisors and agents – DOH advises training modules Potentially use confidentiality language from contact tracing setup for agents managing personally identifiable information
Systems - IT	<ul style="list-style-type: none"> Vendor / operator includes telephony solution (including interactive voice response IVR) with ability for agents to work remotely, and language interpretation services to cater to top languages spoken in State
Workforce management	
Assumed # of agents	<ul style="list-style-type: none"> ~1300 agents on average, with further scaling up and hiring of agents necessary after large awareness campaigns¹
Expected working hours	<ul style="list-style-type: none"> Agent working hours: ~7hrs / day, 5 days a week (~35-hours), remote Hours of operation: 8am – 8pm, 7 days
Assumed avg. length per call (mins)	<ul style="list-style-type: none"> ~20-30 mins
Budget and launch	To be discussed

¹ See box top for assumptions, including further scaling up of agents necessary after heavy awareness campaigns and factors affecting ramp up. Preliminary, pre-decisional, and deliberative. Based on input provided by State agency leaders and staff, to date, and subject to change. Content is descriptive only and is not meant to constitute legal, clinical, or policy advice.

Consumer Call Center Workflow: What agents will do



¹ This system should provide more than just an email – to cater to those without internet or an email.
² Trigger if pre-registration has been completed to VRAS.
 Preliminary, pre-decisional, and deliberative. Based on input provided by State agency leaders and staff, to date, and subject to change. Content is descriptive only and is not meant to constitute legal, clinical, or policy advice.

THIS IS TO ENSURE THAT I HAVE READ, UNDERSTOOD, AND WILL ADHERE TO THE TERMS AND CONDITIONS AS STATED ABOVE.

NAME: _____ TITLE: _____ DATE: _____

Winning Bidder must register with NJSTART as a vendor for the State of NJ. www.njstart.gov

NOTE: The terms & conditions on the following page are an integral part of the PB-120 (RFP) document.

● PRICES ARE FIRM UNTIL THE FOLLOWING DATE: _____

Order total:

Cash Discount

Date of Delivery

Vendor's Federal ID Number

Vendor's Telephone No.

□

Vendor's Signature (*Must Be Signed*):

Print or Type Name Below:

Date:

PB-120 July 2009

THIS IS TO ENSURE THAT I HAVE READ, UNDERSTOOD, AND WILL ADHERE TO THE TERMS AND CONDITIONS AS STATED ABOVE.

NAME: _____ TITLE: _____ DATE: _____

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey as a result of this proposal.

Refer to **AGENCY REF. NO.** (see proposal cover sheet) in all written and verbal correspondence.

1. **CORPORATE AUTHORITY** – All corporations doing business with the State of New Jersey must be registered with the Office of the Secretary of State. Forms are available by contacting the Office of the Secretary of State, Trenton, NJ.
2. **ANTI-DISCRIMINATION** – All parties to any contract resulting from this proposal 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 10:2-04, N.J.S.A. 10:5-1 et seq.* and *N.J.S.A. 10:5-31 through 10:5-38*.
3. **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 Act.
4. **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 or services performed.
5. **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.
6. **COMPLIANCE – CODES** – The contractor must comply with the New Jersey Uniform Construction Code (NJUCC) and the latest NEC70, B.O.C.A. Basic Building Code, OSHA and all applicable codes for this requirement. The successful bidder will be responsible for securing and paying for all necessary permits, where applicable.
7. **LIABILITY – COPYRIGHT** – The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from 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.
8. **INDEMNIFICATION** – If it becomes necessary for the contractor either as principal or by agent or employee to enter the property of the State in order to perform under this agreement, the contractor agrees to use and provide all necessary and sufficient precautions against the occurrence of any accidents or injuries to any person or property during the progress of work covered. The contractor will be responsible for, indemnify and save harmless the State for accidents, injuries or damages that may occur from such work.
9. **INSURANCE** – The contractor will carry insurance as broad as the standard coverage forms currently in use in the State of New Jersey to indemnify the State against any claim for loss, damage or injury to property or person arising out of the performance of the contractor or his employees and agents of the services covered by this agreement. The contractor shall provide certificates or such insurance to the State upon request.
10. **PERFORMANCE GUARANTEE OF BIDDER** – The bidder certifies that:
 - a. The equipment offered is standard new equipment, is in current production and the latest model of regular stock product, with parts regularly used for the type of equipment offered, that such parts are all in production and not likely to be discontinued; also, 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. For all equipment purchases, the bidder shall indicate the manufacturer's standard warranty. The contractor will render prompt service, without charge, regardless of geographic location. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
 - d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
 - e. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the

contract/purchase order. The contract shall not be considered complete until final approval by the State's using agency is rendered.

11. **BRAND NAME ALTERNATIVES** – Brand names and/or descriptions used in this proposal are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials will be judged. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the materials described and materials offered must be fully explained by the bidder in an accompanying letter. A full explanation is to be given of any improved features or innovations recently developed, now on the market, but not previously available. Where specifications are attached describing the item, the bid must list in detail wherein the material offered differs from the specifications. In the absence of any changes by the bidder, it will be presumed and required that material as described in the proposal be delivered.
12. **PRICE QUOTATIONS** – Insert prices for furnishing all or any portion of the material or articles described. All prices quoted shall be firm through issuance or contract/purchase order and for delivery of quantities specified, and shall not be subject to increase during the period of the contract/purchase order. Prices shall be net and must include all transportation charges fully prepaid by the contractor, F.O.B. Destination.
13. **TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, they must not be included in the proposal price or invoice. The State's Federal Excise Tax Exemption number is 22-75-0050K.
14. **DELIVERY** – F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of new jersey unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.
15. **PAYMENT** – Payments will only be made against State payment vouchers. All goods are to be billed at the prices quoted. State payment voucher in duplicate together with original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery.
16. **NEW JERSEY PROMPT PAYMENT ACT** – The New Jersey Prompt Payment Act 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.
17. **CASH DISCOUNTS** – Bidders are encouraged to offer cash discounts based on expedited payments by the State. The State will make efforts to take advantage of discounts, but discounts offered will not be considered in determining the lowest bid. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods and services, and received a properly signed and executed payment voucher form.
 - a. The date on the check issued by the State in payment of that voucher shall be deemed the date of the State's response to that voucher.
18. **STANDARDS PROHIBITING CONFLICTS OF INTEREST** – All contracts or purchase agreements made with the State of New Jersey must comply with Executive Order No. 189 (1988) concerning standards prohibiting conflicts of interest on vendor activities. The provisions of Executive Order No. 189 will be included on the purchase order issued to the award-winning vendor.

THIS IS TO ENSURE THAT I HAVE READ, UNDERSTOOD, AND WILL ADHERE TO THE TERMS AND CONDITIONS AS STATED ABOVE.

NAME: _____ **TITLE:** _____ **DATE:** _____

1. Vendor is responsible for: Ensuring full confidentiality and security of personal health information being collected and include a security management report and plans for escalation, if need arises. VENDOR shall ensure full confidentiality and security of personal health information being collected and include a security management report, if need arises **Question:** Data is referenced as personal health information (not protected health information). Will the State confirm that the NJ DOH is not acting as a HIPAA Covered Entity for vaccine call center purposes and that a Business Associate Agreement is not required?

New Jersey Department of Health is a hybrid covered entity under HIPAA, the State Psychiatric Hospitals are the HIPAA covered component. Therefore, a Business Associate Agreement is not required for this contract.

2. Is the state system to be accessed via an IP Address? Will the selected provider have the ability to create login credentials for the agent and management users?

The NJVSS system is accessed via cloud/Web using a browser and Internet access. The Department of Health will provide a subset of agents login credentials to NJVSS. Other agents will have access to the public facing portal for the consumer call center.

3. Is the training material for the system flow completed or will the construction be collaborative once selection is made?

The training material is being developed concurrently with the contracting process. Vendor may have an opportunity to collaborate in the final stages and will be expected to conduct the training once materials are provided

4. The RFP stresses single, all-inclusive price points – would the state accept a premium to apply to use of language line support. It will be challenging to price that into an FTE rate.

Vendor will be required to procure Language Line or other interpretation services

5. Will the state need to approve any volume/demand based OT and should we include OT rate/mark up in response?

State will not approve volume/demand-based overtime. Vendor can provide multiple work shifts to accommodate demand.

6. Are the QA resources included in the FTE and billable at the FTE rate or is QA to be included in the rate for productive agents and leadership?

New Jersey Department of Health proposes the QA responsibilities and oversight be part of the duties for call center supervisory staff.

7. For reporting is a self-service portal acceptable or is emailing of reports required.

Modality of reporting can be agreed upon during operational stand up. More important is the quality of reporting output on operational and outcome metrics and leveraging data insights to improve operational effectiveness and efficiency

8. Who is responsible for monitoring the State System and how will systems issues – reporting and troubleshooting be managed and communicated (also maintenance windows)?

A point person from New Jersey Department of Health will be a Call Center Manager. Scripts will include scenarios for escalation to L2/L3 for the State System.

9. There are references to SMS and texting – are there specific use cases and potential volumes. Is the provider expected to have the technology for this part of their platform?

If the vendor has capability for this, it should be identified clearly.

10. For inbound contacts has the use of a Chat Platform be considered or would the state consider a Chat platform?

Chat is being considered for optimized access by users of the New Jersey Vaccine Scheduling System. This is not part of initial system deployment feature set but will be built overtime.

11. For business continuity would the state consider a % of the agents to be regionally diverse (maybe 25% of agents in southeast or west coast) – protection against weather related issues (power outages)?

The State strongly prefers staff to be residents of NJ. If staff is outside of New Jersey, it is recommended for agents to be from the North East region to avoid time zone differences.

12. Does the state have any perspective on the ramp of inbound call volume in the Consumer queues? How much capacity is expected to be in place on Day 1 (launch)?

Vendor is expected to propose call volume scenarios. The expectation is for external triggers such as public awareness campaigns to impact call volumes on Day 1.

13. How do we access the VRAS system? Is it a simple https connection, are there any other specific access restrictions (VDI, VPN, MFA etc.)

The VRAS system is accessed via cloud/web using a browser and internet access.

14. How do we account for VRAS access / system failures in our SLA reporting. i.e. if we can still take calls but can't access VRAS how is this addressed.

There will be an escalation protocol for L2, L3 support to the New Jersey Vaccine Scheduling System (NJVSS) vendor.

15. For reporting, can we provide our own customized reports (sample to be provided with submission) or do we need to use a specific reporting structure / system / software.
Customized reports may be acceptable but will need to be agreed upon by the State.
16. What reporting features does VRAS offer
- a: Attributes (Number of appointments scheduled, number of appointments modified, confirmed etc. Data extracts from the NJVSS (formerly VRAS) will be available with specifications to be determined.
 - b: and on what time frame (realtime, delayed by X hours, etc.) Will be determined based on need. Vendor must specify if reporting from NJVSS is needed in real-time.
 - c: In what format (csv, xls, API?) Formats are to be determined, but possibly .csv or .xlsx.
17. What requirements are there around call recordings, and length of time to be saved.
State has no specified criteria for call recordings. Specify your plan following industry best practices related to QA.
18. What types of personal information will agents have to record / confirm and assume all of that information is in secure VRAS environment –
Basic demographic information for individuals as well as responses to specific medical history and workforce-related screening questions.
19. What users will require access to our servers to look at real time statistics, and can they access through VPN / fixed public IP?
DOH and State of NJ require access via either Web application or standard reports sent to State via secure means such as encrypted e-mail.
20. Is there a specific WFM software/tool we will need to use? Or can we use any?
Request vender to propose solution.
21. What is the expected technical onboarding time per agent?
The precise timeline and training material for on-boarding/training is still being finalized; we expect the on-boarding/training process to be ~3-5 days, and to include HR/payroll onboarding, soft skill & technical training, platform training, and interactive role plays. The training content will be primarily developed by the State of NJ, yet delivered by the vendor
22. Which Operating Systems would an agent be able to use - Windows and/or Mac and/or Chromebook?

System operates on common browsers such as, Chrome, Firefox, Edge and Safari.

23. Do you have an assumption on the number of training hours required per agent on the state's online registration system?

See response to question 21.

24. Do you have IVR scripting available that you are able to share?

- During design phase, State and vendor should co-create the script. Vendor is responsible for development, and should clarify how fast they can make adjustments / rapid changes.

25. How will the provider be notified of outbound calling data for patient reminder and second vaccination calling? Will data be uploaded to a SFTP or will data be identified within the state's online registration system?

Via the system directly; Should be no need for SFTP or external notification.

26. Do you know how many providers will be involved to administer the vaccines?

Unknown at present time.

27. What criteria is needed for the agent background checks?

- Check in each State where the person has resided for criminal convictions. This can be through the States depository, a background checking company or a private detective search.
- Screen for convictions related to the access and risk. For call centers this includes theft of information, criminal impersonations, credit card crimes if the offense involved opening accounts in another's name, thefts, and computer crimes should raise flags that the vendor should explore prior to hiring. Also, crimes of various types of offenses are also a potential problem, as the call agent will have access to personal information including addresses, etc.
- Review the Department of Justice's National Sex Offender Registry;
- If Federal Medicare/Medicaid dollars are used to pay any part of these costs, make a check against the SSA OIG's debarment list.
- Of course, regular reference checks to include previous employers, if possible.
- Vendor should have a process to obtain or hire an agent with there is a conviction.

28. After 10 PM PM ET, will New Jersey stop routing calls to the call center provider?

The hours of operation have been modified from 6 AMa-10 PM EST and will be communicated by the IVR system, which should direct callers to the online portal for self-service outside the hours of operations. The vendor should monitor how many calls were received outside normal hours of operations. Hours of operation may also need to be changed (scaled up or down) based on call volumes and need.

29. Will an announcement line be instituted between 10 PM and 5:59 AM directing consumers to call back?

Yes

30. Will the agents need to access any additional systems to be documented or noted? (i.e., CRM?)

If vendor has CRM for documentation purposes, please include in the proposal. Vendor may use an internal CRM for management purposes, the State will require some access to see call performance, volumes, hit rates, etc.

31. Please provide a sample format for reporting purposes.

See section statement of work. Vendor should provide data in an exportable/ format.

32. What is the anticipated launch date?

NEW JERSEY DEPARTMENT OF HEALTH expects a maximum of 10 days from the date of contract as latest launch date timeline, but request as soon as possible.

33. What is the assumption of the percentage of inbound and outbound calls?

Expectation of estimated 70% inbound and 30% outbound calls.

34. Please provide percentages for these languages:

- a. a. Arabic
- b. b. Bengali
- c. c. Chinese (Mandarin, Cantonese and other Chinese languages)
- d. d. French
- e. e. Haitian Creole
- f. f. Gujarati
- g. g. Hindi
- h. h. Korean
- i. i. Polish
- j. j. Tagalog
- k. k. Yiddish

Follow the census 2019 American Community Survey on language other than English used in NJ percentages. Vendor may use language interpretation services.

35. Will the State's vaccine registration system provide reports on.

Incomplete Question

36. Do you require the provider to provide any additional CRM platform or interface to the State's platform?

No interface required at this time. Vendor may use an internal CRM for management purposes, the State will require some access to see call performance, volumes, hit rates, etc.

37. Will the State provide upfront guidance on training content including how to use the platform? (Specifically, vaccine sites, scheduling process, etc.)

Yes, State will provide guidance on training content

38. Must the call center technology, including phone system, be HIPAA compliant. Must the agents be HIPAA certified?

No, agents are not required to be HIPAA certified.

39. How much weight will be given to NJ residents?

NEW JERSEY DEPARTMENT OF HEALTH follows State standard procurement practices

40. Will you accept virtual agents who work from home?

Yes

41. If agents work from home, can the agents provide their own laptops and internet connections?

Vendor provided and managed devices are preferred. However, given this public health emergency, the vendor can provide to the Department of Health, a work from home policy which includes a Bring Your Own Device policy, or combination thereof, and provides for, at a minimum: human resource and employee compliance standards; and software, device and internet security requirements in alignment with generally recognized industry standards for rules of behavior, data security, device management, device security and internet security standards. In addition, the recommended pc and internet related requirements include, at a minimum: Windows 10, with antivirus software with latest patch protections, Apple O/S 12 or higher with current security updates; and a secure internet connection such as cable, fiber optic and/or 4G Wireless to connect to an application.

42. When do you expect this call center to be operational with at least 1,300 agents.

As soon as possible in January, reaching approximately 1300 agents

43. Can multiple call centers be combined together to deliver services, if they are managed by a single management team?

Yes, ensuring no loss of quality with QA processes in place.

44. Are you selecting one or multiple providers for this RFI/RFQ?

One Provider

45. Do you have an expected hourly rate that must be paid to agents?

No

46. Does the 20 to 30 minutes include wrap-up time?

This average duration does include wrap-up.

47. Will you allow the call center to record calls for the QA process?

Yes, for QA purposes.

48. Can the Call Center and/or any backup/redundancy locations be out of state?

Yes

49. Will you accept some off-shore agents to supplement US and NJ based agents?

No

50. Reference section 1. Hiring,

- a. "Ensure appropriate background checks during recruiting – working with DOH to leverage past experience", Question: What background checks does the state require at a minimum? Please see response to Question 27
- b. Question: For the initial State employees that will be hired, would the State like to place them on vendors payroll and should Vendor provide pricing for such? No
- c. Question: Does the State expect that some of the consumer calls requiring any health related questions requiring RN's or an LPN? No

51. Reference section 2. Training and Confidentiality

- a. "Provide details of any personally identifiable information being stored or recorded, outside of State-provided online registration and scheduling system. State will specify confidentiality and ethics trainings required to handle confidential, personally identifiable information." Question: Would training in PHI, HII and/or HIPPA be required for this? Will the state provide or the vendor? State would like to know the capabilities of the vendor IVR solution beyond call routing
- b. Question: Will the state provide the training on the NJ Vaccine Scheduling System? State will provide content and guidebooks, and training for the relevant call center staff. Call center staff supporting the provider track must then conduct trainings for NJVSS users.
- c. Question: Will the State provide adequate Train the Trainer time for Vendor to learn and fully understand the process and system of record? If yes, how many resources and for how long? State will provide training to vendor. Resources and hours are to be determined.

- d. Question: What are the log-in requirements for the State website?
Users will be provided username & password and MFA.
52. Reference Section 9. Fixed Hourly Pricing
- a. Question: Is there the ability to add overtime rates? Creation of agent shifts to avoid overtime costs.
 - b. Question: Are the contractor pay rates subject to the Service Contract Act, Davis Bacon, Collective Bargaining Agreement(s), or any other State or Federal mandates? If so, please provide. Laws are covered in the State Standards Terms and Conditions:
<https://www.nj.gov/treasury/purchase/forms/StandardTermsandConditions.pdf>
53. Reference Section 10.7.1 Technical evaluation Criteria A. Personnel
- a. Question: Is the State looking for resumes for all positions bid, sample resumes, or just leadership/supervisors? Please define what is “key personnel assigned”?
Requirement to see all leadership and supervisory position resumes. Key personnel are leadership and supervisory personnel.
54. Will state allow the vendor to replicate an alternative approach to providing laptops/computers where the hired leverage their own laptops, but tested for adequacy, through a secured virtual connection that allows staff to access all systems needed to complete their responsibilities?
See response to question 41
55. If the state wants the vendor to supply a computer for each staff, will it allow for staff to use a virtual desktop?
The State does accept use of Virtual Desktops; the vendor must provide a solution that meets generally recognized technical and security standards and include in its bid response, the detailed technical specifications of its architecture which include security specifications which will be submitted to the State for a security review.
56. Will the vendor be required to provide a CRM system or will all work be tracked in state systems?
Call Volumes and metrics are expected to be tracked by the vendor's call management/IVR/CRM and performance metrics provided to State.
57. Can the State provide any initial guidance on timelines on when staff will need to be hired by to start operations?
See response to question 32
58. Is the State fully responsible for developing and deploying the vaccination registration system (or the responsibility of a third party)? Does the state intend the vendor to have any responsibility in development, launch, or maintenance of the vaccination registration system?
State developed and provided.

59. What are the parameters or job description of the “Team Lead” position?
Currently in development.
60. Please confirm whether agent Bring Your Own Device (BYOD) model is permitted
See responses to #41 and #55
61. Is access to State sites & systems limited to vendor networks, or publicly accessible via the internet?
Access to state system or state websites are web based, requires internet connectivity and browser.
62. If access to state sites & systems is limited to vendor networks, what methods of secure connectivity are supported by the state?
Access to state system or state websites are web based, requires internet connectivity and browser.
63. What are the requirements for call recording? Screen recording? – capture % and retention period
State has no specified criteria for call recordings. Specify your plan following industry best practices related to QA.
64. Can more detail on ‘self-service via IVR’ be provided?
State would like to know the capabilities of the vendor IVR solution beyond call routing
65. Will the state provide sites & systems necessary to report on contact disposition and related metadata needed to satisfy metrics, or will vendors need to provide CRM capabilities?
State provides all Vaccine Scheduling System capabilities and access to it (cloud): Expected that vendor provides CRM/Call center statistics and State needs to be provided access to these statistics.
66. Will state sites & systems provide programmatic access to data needed to facilitate follow up call flows?
Yes
67. Can more information on what is meant by reporting on the ‘Accuracy of consumer recipient information entered into state-provided system’ (paraphrased from RFP)
Call center staff that are assisting consumers with registering in the NJVSS must ensure accuracy of the information inputted into the public registration portal.
68. Can you provide an example of, or more information about ‘security management report’?
**Please see section 1.10 here:
https://www.state.nj.us/dobi/financial/StateBasedExchangeSLA_2019_08_15.pdf**

Proposal to:

STATE OF NEW JERSEY

DEPARTMENT OF HEALTH



COVID-19 VACCINE CALL CENTER SPECIFICATIONS

Submitted by:



This response is presented by Xtend Healthcare, LLC,

a wholly owned and controlled subsidiary of Navient Corporation.

Navient Corporation also wholly owns Navient B.P.O., LLC,
and various other subsidiaries that may be involved
in the delivery of services under this proposal.

For simplicity, we routinely refer to ourselves as “Xtend”
throughout this proposal.



December 16, 2020

[REDACTED]
State of New Jersey Department of Health
369 S. Warren Street, 7th Floor
Trenton, NJ 08625-0360

Dear Ms. [REDACTED],

Xtend Healthcare (Xtend) – a Navient company – is pleased to submit the following information for your consideration for the State of New Jersey Department of Health (State)'s Request for Proposal (RFP) for COVID- 19 Vaccination Call Center Services. We understand the State's immediate needs for vaccination call center services and agents and our services are highly flexible and configurable to meet this urgent need. Our affiliate – Navient BPO – is currently engaged to support New Jersey's Department of Labor & Workforce Development and Department of Treasury – Division of Taxation. Xtend leverages the same core technology, infrastructure, and support as our affiliate and specializes in the delivery of highly flexible and configurable healthcare customer service solutions. Xtend is 100% focused on Healthcare. Our expertise includes customer service solutions for both private sector healthcare providers and public health authorities. Our most recent experience related to the pandemic includes partnering with numerous state and county public health and other agencies in rapidly deploying coordinated public communications, including contact tracing, contact monitoring, as well as lab result communications to the general public.

As demonstrated from our recent successful engagements, including our partnerships with the New Jersey – Department of Labor & Workforce Development, New York State Department of Labor, and the Tennessee Department of Health, our services are designed to be initiated and ramped rapidly – in hours rather than weeks – and our personnel draw from numerous locations throughout the country. We will place a hiring emphasis for New Jersey based candidates. Altogether, we employ thousands of customer service specialists both within and outside of New Jersey.

We have set forth in our response a scope of work and key assumptions to establish a framework to proceed rapidly with implementation and go-live to provide the State with support they need during these unprecedented times. Xtend meets or exceeds the basic requirements outlined in the RFP and can provide 1,300 or more customer service agents to support the State. Our agents would be available to accept incoming and place outgoing calls for vaccine registration and scheduling. All agents are trained in healthcare related requirements such as HIPAA and patient confidentiality and our QA processes are designed to assure compliance. Said simply, our agents deal with sensitive healthcare data daily and are accustomed to interacting with citizens in a manner that assures their confidentiality.

Thank you for your consideration. It is our goal to partner with you to meet your immediate needs, and we are committed to providing outstanding results to the State throughout the engagement. We look forward to the opportunity to develop a partnership with the State.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Daniel Brooks', written over a white background.

Daniel Brooks
Chief Commercial Officer
Tel: [REDACTED]
[REDACTED]

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EXECUTIVE SUMMARY

An effective vaccination program is essential to a return to normalcy – both from a public health and a general economic and social perspective. Xtend Healthcare LLC (Xtend) can provide the State with the required 1,300 trained agents and can quickly ramp additional agents quickly in our virtual call center consisting of remote (at home) agents.

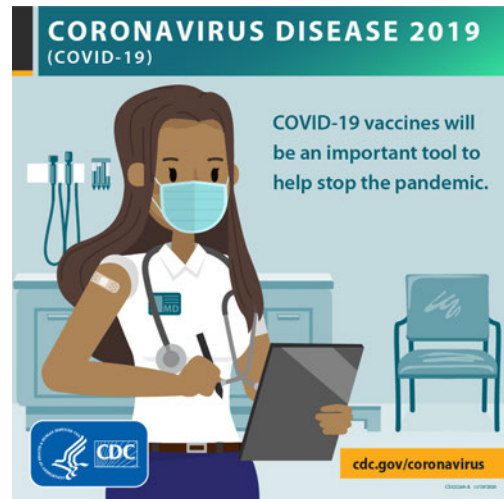
This effort closely mirrors a similar successful engagement delivered by our affiliate – Navient BPO – which has successfully delivered 200+ trained representatives to support the emergency needs of New Jersey’s Department of Labor & Workforce Development (LWD). Similarly, through that effort we rapidly directed qualified personnel to this emergency engagement, provided and configured equipment and systems, and conducted training to deliver an on-time go-live within just days of contract award. Our ability to deliver on this expedited timeline was greatly enhanced by our experience and familiarity with the State of New Jersey’s technology and contracting requirements from numerous engagements with State agencies.

For this Vaccine Call Center effort, Xtend will similarly partner with the State and utilize State-provided scripts and resources to enable our agents to provide general information to consumers on vaccines including who can get it, where, when, and address any vaccine safety / effectiveness concerns. We are also able to assist with scheduling healthcare providers and constituents for vaccines, obtaining authorization, and providing timely reminders, especially for time-sensitive second doses.

For providers, our agents can handle inbound calls from provider sites relating to vaccine delivery (including but not limited to operations, cold chain management, wastage, etc.). We are also able to assist with outbound calls including reminders and/or troubleshooting related to reporting COVID-19 doses administered data to New Jersey Immunization Information System (NJIS) in a timely manner.

Successful coordination of strategic, multi-channel communication campaigns would be provided in accordance with the following:

- In-bound call center capabilities
 - General/public information
 - Screening for eligible / prioritized populations
 - Scheduling for first (and second) doses
 - Services also available via web, IVR, chat, etc.



- Outbound contact strategies
 - Text / Email
 - *Automated alerts / reminders – especially for time sensitive second doses that must be delivered day 19-23 from initial dose*
 - Predictive dialing / messaging
 - Use of targeted messaging campaigns as mission transitions from serving those seeking vaccination to promoting vaccination to skeptical populations.
- Technical support for vaccine providers
 - Answer questions on accessing/using NJIIS
 - Provide COVID-19 NJIIS training support
 - Call backs requested by provider
 - Return calls related to ongoing issues requiring follow-up and resolution
 - Call backs related to training and/or user provisioning for NJIIS or NJ Vaccine Scheduling System

**Vaccine Hotline Call Center Services
Rapid Deployment Approach**

- **Content/Knowledge Management**
 - Document call types
 - Collaborate on call scripts
 - Develop agent training materials and job aids
 - Populate online content management
- **Implement Technology**
 - Configure virtual call agent groups
 - Establish call documentation database
 - Configure "Next Action" data flow
 - Establish daily client reporting
 - Establish real-time management reporting
- **Deploy Workforce**
 - Confirm agent counts/IDs for work group
 - Conduct training
 - Complete virtual academy/agent certification
- **Go-Live**
 - Complete final call flow testing
 - Complete off-hours live test
 - Launch
 - Provide immediate post-Go-Live support from all support teams
- **Transition to Ongoing Operations**
 - Operations management
 - Technical support
 - Issue management
 - Daily reporting
 - Call monitoring / Quality management / Compliance management / Continuous improvement

Xtend proposes to provide the services outlined in this proposal in a virtual environment. Under the current pandemic conditions, our technology has permitted our agents to operate securely in "work from home" (WFH) environments. This allows our associates to continue providing services, while complying with all relevant COVID-19 mandates and benefiting from the full features of our highly automated contact center technology. Xtend will ensure all hardware/technology needs are met; including computers, headsets, telephones, and other essential equipment to fulfill the scope of this RFP.

Our success stems from our ability to draw from our established base of more than 8,000 personnel, and to recruit additional personnel local to our 10 established call center locations. These sites serve as strong anchors within a community and enable rapid recruitment, equipment distribution and support to keep operators productive a very high percentage of the time.

About Xtend

Xtend was founded in 2009 via a merger of three separate revenue cycle organizations: Healthcare Management Resources (HMR), a hospital and services company formed in 1990; A/R Alliance Group, a hospital revenue cycle company formed in 1996; and Progressive Healthcare, a consulting group organized by former KPMG and E&Y healthcare consultants in 1998. In October of 2015, Xtend was acquired by Navient, but retains the Xtend brand and continues to operate as a specialized, health- and healthcare-focused division.

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Each year, we facilitate millions of interactions with patients, providers, and payers on sensitive subjects, maintaining strict confidentiality while documenting each call and doing so accurately and efficiently.

Our solutions leverage the capabilities and scale of Navient Corporation – our corporate parent and a Fortune 500 company specializing in contact center solutions for federal, state and local government agencies. Our core competency is high efficiency contact management – inbound and outbound calling, email, text, chat and web communications methods that are mobile friendly.

Our experience and executional volumes include:

- 10 million external customers supported
- 10 domestic call operations centers
- 20 million inbound and 250 million outbound calls annually
- 750 million servicing transactions annually
- 7 million payments processed and reconciled monthly
- 400,000+ unique daily visitors to our websites
- 4,000 servers, 8,000 databases, 15 petabytes of storage
- Nearly 5 million documents imaged per year
- 7,900 square foot secure vault housing 15 million documents (46 million pages)

Experience

Provided below are three references for Xtend / Navient that illustrate our capabilities for providing services similar to those requested by the State. Each of these engagements is a current “emergency” engagement initiated by clients to address the COVID-19 pandemic, including:

- Rapid start-up within hours
- High – and at times unpredictable – call volumes and staffing requirements
- Frequent changes and adaptations in scripting in approach with expedited adoption
- Frequent policy, procedure, and training updates
- Intensive client collaboration

In addition to the references provided, Xtend / Navient are able to provide numerous additional favorable references with long-term customers that can attest to our ability to meet their unique needs. However, we believe these three references most closely reflect our capabilities to execute the large-scale, dynamic vaccination call center services in the timeframes specified within this RFP. Additional information is available upon request.

Reference Company #1:	New Jersey – Department of Labor & Workforce Development (LWD) (Navient BPO)
Contact Person:	[REDACTED], Project Manager, Office of the Deputy Commissioner
Address:	P.O. Box 110
City, State, Zip:	Trenton, NJ 08625-0110
Number of years Bidder provided services to this entity:	(1) 6/11/2020 – Present

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Brief description of the services provided:	<p>Following an expedited, competitive procurement process, LWD selected Navient from among a number of qualified firms to support its ongoing escalated volumes of Unemployment Insurance claims and inquiries. New Jersey elected to engage 200 customer service agents while it evaluated volume fluctuations.</p> <p>Working closely with LWD technical and program teams, we successfully implemented services in less than 10 days.</p> <p>Services include:</p> <p>200+ trained call center agents, plus supervisory, management, and quality management personnel</p> <p>Support for both inbound and outbound calling functions to complete pending claims and to address all forms of inbound call types, including the full claims intake process</p> <p>Utilization of Navient call center technology and New Jersey UI applications to rapidly deliver services and reduce technology dependencies on state technology resources</p>
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Reference Company #2:	State of Tennessee - Department of Health (Xtend Healthcare)
Contact Person:	[REDACTED], Medical Epidemiologist
Address:	710 James Robertson Parkway
City, State, Zip:	Nashville, TN 37243
Number of years Bidder provided services to this entity:	(1) 6/22/2020-Present
Brief description of the services provided:	<p>Call center and data processing services provided by Xtend for COVID-19 Contact Tracing Services. We are currently providing 900+ specially trained call center agents across multiple shifts for contact tracing, monitoring, and lab result communications.</p> <p>Contact monitoring services were live and in production within three business days from contract award.</p>

Reference Company #3:	New York – Department of Labor (Navient BPO)
Contact Person:	[REDACTED], Chief of Staff
Address:	Harriman Counties Office Campus, Building 12, Room 500
City, State, Zip:	Albany, NY 12240
Number of years Bidder provided services to this entity:	(1) 4/11/2020 – Present
Brief description of the services provided:	<p>Call center and data processing services provided by Navient for 500+ Agents supporting Unemployment Insurance claims on emergency basis to aid in COVID-19 response. Services include providing outbound calling to assist in completion of claims process, data processing, and inbound call handling for full claims intake process. Initial 10-day implementation was expedited to 1 day at client request and was delivered successfully.</p>

SECTION 1 – HIRING

Xtend can provide the required number of call center agents operating from New Jersey and locations throughout the U.S. to support call center operations for the State, utilizing the staffing ratios described in the RFP. Xtend will be responsible for execution of recruiting, interviewing and hiring plan of consumer and provider call center agents with a preference towards New Jersey residents.

Xtend / Navient have successfully ramped up large (600+ person) COVID-19 response teams practically overnight. Our network of agencies and high-volume internal recruitment capability uniquely qualifies us to ramp quickly without interrupting our normal business operations. Xtend's philosophy is to hire local candidates to perform functions outlined in the RFP enabling us to offer the best ambassadors possible of New Jersey's culture. We adhere to our established robust internal policies and procedures surrounding the hiring and candidate selection process. Such policies include but are not limited to: EOE, Race, Ethnicity, Sex, Disability, Protected Vet, Sexual Orientation, and Gender Identity. Xtend will work with the State to develop job descriptions.

We will route all incoming leads through all available resources to our recruitment center for interviewing and processing. Our recruiters can coordinate with any available state resources, and we will recruit utilizing social media, calling campaigns, agency/community partnerships, and in person job fairs if needed/required. (We will utilize all applicable social distancing techniques should in person recruitment be needed/desired.)

Xtend will utilize its internal Human Resources and Recruiting departments and external resources to identify, attract, train, and retain high-quality call center agents. It is Xtend's practice that all external applicants selected for employment will be subject to a background investigation. Offers of employment are conditional upon Xtend's receipt of a signed pre-employment background investigation authorization form and satisfactory results from all investigative bodies. Any applicant who refuses to sign an authorization for release of information will not be eligible for employment. Background verifications may include criminal and credit checks, employment/education/licensure verifications, drug screening, fingerprinting, and other screens as required. We will also comply with the State's background check and drug testing policy.

Committed, knowledgeable employees are the foundation of our success. We begin our retention strategy, which is maintained and enhanced by the Corporate Attrition Team, on an employee's first day of new hire training. We conduct employee engagement activities to keep employees motivated and pleased with their work environment. Xtend provides employees with a career path, promoting from within whenever possible. Our Corporate Attrition Team personally reviews employee attrition rates and regularly interacts with staff to learn about any concerns. Xtend regularly conducts Employee Engagement Surveys and takes proactive steps to make improvements based on employee input.

Accessibility

Xtend is fully equipped to ramp up call center operations for the State to assist with the COVID-19 vaccine call center and develop the call handling procedures inclusive of the requirements of this RFP.

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Xtend proposes to rapidly document answers to frequently asked questions (FAQs), standard call scripts, and basic case-handling procedures. We are able to leverage materials and applications from similar engagements and can rapidly proceed from documentation to workflow configuration to agent training to deployment. Xtend will provide these procedures to the State for approval prior to implementation. Xtend can provide the required number of call center agents operating from New Jersey and locations throughout the U.S. to support call center operations for the State. Our agents can work remotely in the United States and will supply their own peripherals: phone, computer, high-speed, high-speed internet, and access to a chrome browser at no additional charge to the State.

Xtend agrees to provide temporary customer call center staffing 7 days a week from 8:00 a.m. to 8:00 p.m. Eastern Time. In addition, Xtend has access to Text Telephone (TTY) services to interact with the State's hearing-impaired contacts at any time the call center is open.

Xtend currently has bilingual call center team members fluent in both English and Spanish and we will staff to meet the 30% requirement for bilingual staff as outlined in the RFP. We use a language service provider that provides access to dependable and highly trained professional linguists in more than 240 languages such as Arabic, Bengali, Chinese (Mandarin, Cantonese and other Chinese languages), French, Haitian Creole, Gujarati, Hindi, Korean, Polish, Spanish, Tagalog and Yiddish. Xtend is accustomed to hiring multi-lingual individuals and do so frequently. We have a program whereby we offer differential pay for individuals speaking in languages other than English. This enables us to attract talent matching the needs/desires of the communities we serve.

Management

Xtend / Navient is proposing an experienced team of experts in customer service technology and operations to lead this engagement. Each of the individuals below was selected based on their extensive experience, unique qualifications, and continued success with similar projects to those of the State's.

Name	Title	Function	Years of Experience
Angie Cox	Program Manager	Primary point of contact to the State; responsible for all aspects of the program; day-to-day leadership of program; close collaboration with client; directs implementation and enhancement initiatives; oversees scheduling, training, and quality	25 years
Brandy Brinkley	Deputy Program Manager	Back-up point of contact to the State; supports program manager in completion of all duties; administers staffing, training, and performance management functions in coordination with support groups; leads issue management and resolution	15 years
Daniel Sell	Project Manager	Assist Program Manager with PM support and oversight including baselining and reporting on all call center metrics and agent level production and QA metrics.	4 years

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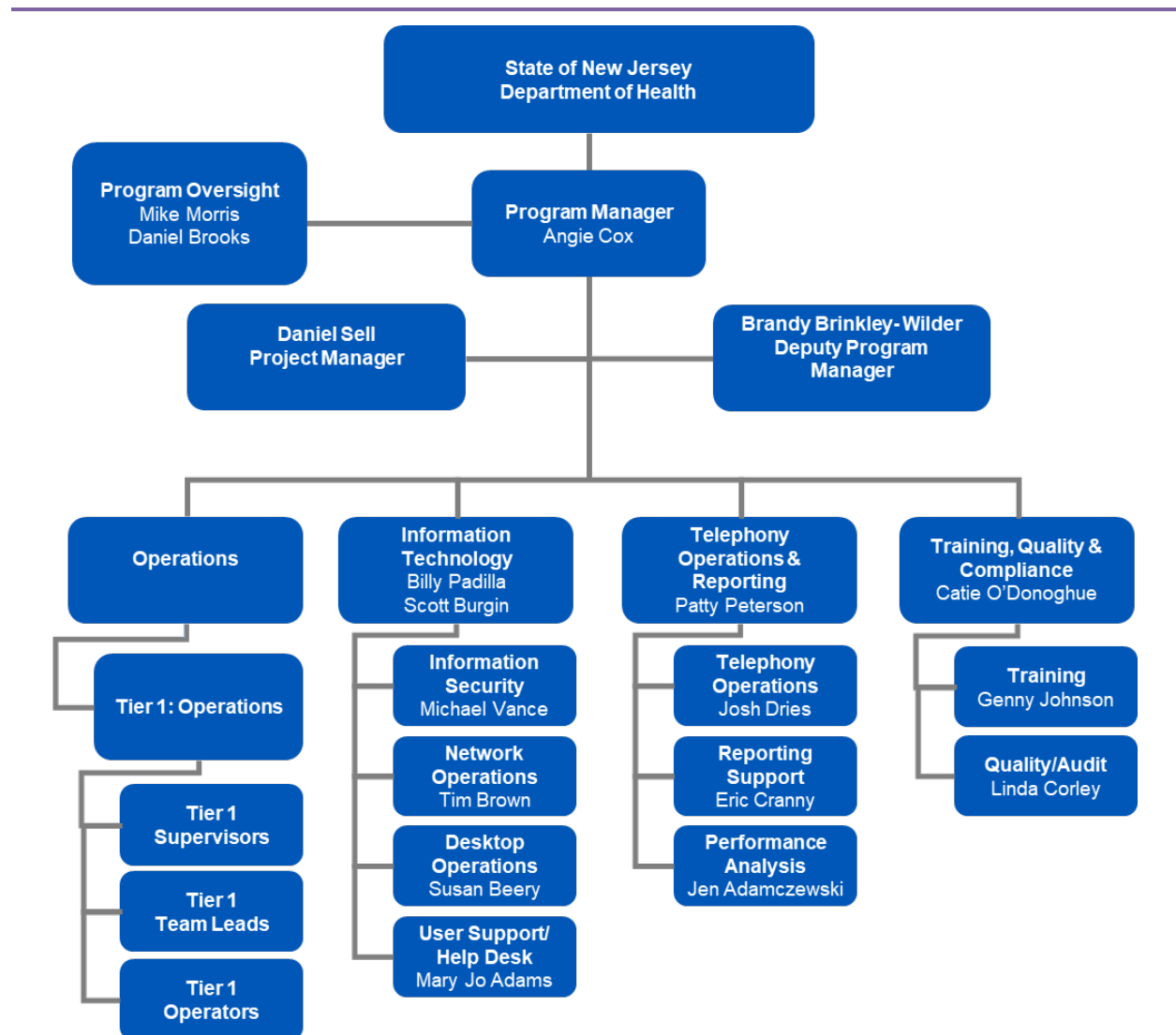
Name	Title	Function	Years of Experience
Mike Morris	Program Oversight	Executive oversight of overall engagement including project management, resource allocation, call center operations and support, and customer risk mitigation	30 years
Daniel Brooks	Program Oversight	Executive oversight of overall engagement including project management, resource allocation, call center operations and support, and customer risk mitigation	23 years
Linda Corley	Quality / Audit	Oversees quality and audit management, including call sampling, agent performance reviews, and calibration; coordinates with operations, management, and client to identify opportunities for improvement and delivers feedback for corrective actions and/or enhanced training design	25 years
Billy Padilla	Program Oversight	Executive oversight of Information technology	15 years
Scott Burgin	Information Technology	Technical and leadership oversight	28 years
Michael Vance	Information Security	Security architecture, security operations, threat mitigation, incident response management	22 years
Tim Brown	Network Operations	IT and network architecture	35 years
Susan Beery	IT Service Delivery	Oversight of IT planning and operations	25 years
Mary Jo Adams	User Support / Help Desk	IT Infrastructure and operations support	20 years
Patty Peterson	Telephony Operations & Reporting	Integrated solutions for telephony, call center capacity management, staffing strategies, and performance management	20 years
Josh Dries	Telephony Operations	Telephony operations management	15 years
Eric Cranny	Reporting Support	Reporting and analysis support	12 years
Jennifer Adamczewski	Performance Analysis	Performance management and specialized operations support	15 years
Teresa Gibson	Operations Management	Operations management, individual and team performance management, collaboration with training/quality teams to ensure collective achievement of SLAs	18 years
Catie O'Donoghue	Training, Quality & Compliance	Executive oversight of Compliance, Training and Claimant Experience	20 years

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Name	Title	Function	Years of Experience
Genny Johnson	Training	Training and development; collaboration with operations and client to identify areas for improvement or increased efficiency; development and implementation of best practices	15 years



Proposed Project Organization. *Xtend's project management team for the State's Vaccination call center ensures managers with expertise in technology, operations, and training to ensure rapid deployment of qualified personnel and continued performance success.*

Below we have provided biographies for our senior leadership that will be responsible for this project.

Angie Cox
Program Manager

Angie Cox has over 25 years of experience supporting the financial needs of healthcare systems. Angie serves as Xtend's Chief Operating Officer. Angie oversees our organization's ongoing operations and procedures. She has a proven record in the successful assessment, planning, management, and implementation of activities. She most recently held a senior leadership role with an RCM services provider and prior to that worked for over ten years at Centura Health, a \$5 billion health system, where she was responsible for Patient Access, Coding, CDI, strategic pricing, CDM standardization and maintenance, billing, account receivable, reporting, customer service, and vendor management. Prior to Centura Health, she worked at Tenet Health as a Regional Revenue Cycle Services Director where she was responsible for providing business insight for all aspects of revenue cycle performance for 34 hospitals in multiple regions across the country.

Brandy Brinkley - Wilder
Deputy Program Manager

Brandy serves as Vice President, Emerging Services Lines and will serve as the operational leader for this engagement. For more than 13 years, Brandy has had responsibility for Operations at Xtend and oversaw the service center operations for a multitude of hospitals and healthcare systems. With 19 years of large-scale healthcare program and call center management experience, she has expertise in various healthcare and public health programs, including public health-related communications and call center initiatives. Recently, Brandy led Xtend's launch of contact tracing services on behalf of the State of Tennessee. Her dedication to Xtend, her clients, and her team result in exceeds both company and client goals.

Mike Morris
President and Chief Executive Officer

Mike Morris, who joined Xtend in 2016, is responsible for leading the company. Over more than 25 years in the field of healthcare customer service, Mike has earned an outstanding reputation. Earlier in his career, he held several executive positions at Perot Systems, including eight years as Vice President of Operations. After Dell acquired Perot Systems, Mike was National Practice Leader for Dell Services' business units. Most recently, he served as Vice President focusing on patient experience at Conifer Health.

Mike is an active member of the American College of Healthcare Executives (ACHE), the Healthcare Financial Management Association (HFMA) and the Healthcare Information and Management Systems Society (HIMSS). He holds both a bachelor's and master's degree in Accounting from the University of North Texas.

Daniel Brooks

Chief Commercial Officer

Daniel Brooks serves as a key leader on Xtend's senior leadership team, which is responsible for helping clients and various other stakeholders communicate, collaborate, and service patients more effectively. He works hand-in-hand with clients to develop customer care solutions, specifically tailored to their particular needs, resulting in optimizing services.

Daniel possesses more than 23 years of healthcare and public health services experience. He holds an MBA as well as two distinguished industry recognitions: He is a Fellow of the American College of Healthcare Executives (FACHE) and a Fellow of the Healthcare Financial Management Association (HFMA).

Linda Corley, BS, MBA, CPC

Vice President – Compliance

Linda Corley serves as Xtend's senior leader in the areas of Consulting Services, Compliance, and Quality Assurance. She has more than 25 years' experience working directly for or with hospitals in the areas of Patient Financial Services, Health Information Management and Accounting. An experienced hospital accounting manager and accomplished college professor, Linda has fifteen years' experience working with financial accounting systems in hospitals and more than thirty years' experience in training accounting professionals, patient financial services staff and coders for the medical environment. Within the Revenue Cycle arena, Linda has directed more than one hundred review engagements and has performed numerous compliance and coding audits.

Linda holds a Bachelor of Science degree in Business Administration along with a Master of Business Administration and is credentialed as an AAPC Certified Professional Coder (CPC). Active in local professional accounting organizations and a member of HFMA, she serves on the Georgia UB-04 Committee and the State Medicare/Medicaid Crossover Claims Task Force. She was recognized as Georgia HFMA's Most Valuable Member for a series of presentations developed and provided on Medicare's Outpatient Prospective Payment Systems (OPPS), and was awarded the Bronze Merit Award by HFMA for her work with CPAR (Certified Patient Account Representative) training. She is a frequent HFMA speaker who is often invited back for a second and even third presentation due to her strategy-packed sessions and in-depth knowledge of current government regulations. Linda is also a published author on PFS and Revenue Cycle topics.

Billy Padilla

Chief Information Officer

Billy Padilla combines 15 years of experience in systems engineering, operations and information management with innovative, state-of-the-art solutions to offer our clients the benefit of leading-edge technology. As conceptual designer of Xtend's proprietary Inventory Management System (IMS), as well as the creator of the Automated Claim Status (ACS) module, Billy has helped our company use these advanced systems to exceed "Best of Practice" parameters in managing operations. Billy manages Xtend's programming staff and network technicians and provides technical support to more than 800 users across multiple locations. He also serves as the company's Security Officer. Previously, Billy had been part of two predecessor companies that ultimately became Xtend. He served those companies in various roles, first as Information Systems Manager for HMR, then as Associate Vice President of Information Technology and Vice President of Information Technology for Xtensia.

SECTION 2 – TRAINING AND CONFIDENTIALITY

Xtend will collaborate with the State during the onboarding of this project to ensure smooth transition of work and training of call center agents to swiftly implement services. Based on our experienced team and best practices established in the completion of highly relevant engagements with New York, Tennessee, Indiana – and New Jersey’s own Department of Labor and Workforce Development (LWD), we have a significant library of training content and customized tools to rapidly onboard agents in mass quantities quickly in support of New Jersey’s Vaccination Call Center program. Our team of trainers and managers are highly skilled at packaging customized client materials and job aids for expedited training and ongoing reference to manage learning curves and speed the “time to proficiency” for our agents.

Xtend’s Training and Operational Leader will be involved during the initial implementation and training process to ensure client-specific standard operating procedures are in place and accommodate your specific needs. All team members will be provided a detailed job aid specific to the nuances of their role. Each user will undergo training or refreshers on the systems utilized by the State. Any additional training support will be isolated to specific workflows designed for the State and supporting systems used.

We provide the following specialized training to each agent:

- An understanding of patient confidentiality, including the ability to conduct interviews without violating confidentiality (e.g., to those who might overhear their conversations)
- Understanding of the medical terms and principles of exposure, infection, infectious period, infectious interactions, disease symptoms, and pre-symptomatic and asymptomatic infection
- Interpersonal, cultural sensitivity, and interviewing skills to help build and maintain trust with patients and contacts
- Basic skills of crisis counseling and the ability to confidently refer patients and contacts for further care if needed
- Understanding of when to refer individuals or situations to medical, social, or supervisory resources

Xtend employs a variety of training methodologies and certification platforms to ensure our staff stay current with the latest in project developments, essential skills training, and new technologies that facilitate increased patient satisfaction and overall employee performance. Complete knowledge of and compliance with all applicable regulations and HIPAA requirements is a vital part of our culture and, therefore, a crucial component of our training program. As the regulatory environment is constantly changing, our training department remains up to date on the constantly evolving regulatory environment and provides ongoing education to staff through individual and group training, e-learning programs, and updated training guides. A test follows each learning session, and the employee must achieve a satisfactory score to receive credit for completing the training. Xtend will ensure that training updates are provided to all agents timely, including time-sensitive updates in less than one hour.

Xtend/Navient's training program has been recognized as a "Top 125 Winner" by Training magazine for five consecutive years based on an external qualitative and quantitative review of our program. Evaluation categories include program and scope, training infrastructure and delivery, evaluation methods and metrics, and human resources. Having a well-trained and highly skilled customer service staff is critical to our success. Our trainers respond quickly to the constantly evolving demands of COVID-19 related communications and are quick to develop and promulgate best practices in collaboration with clients and operations leaders.



Our business provides solutions to public health agencies, healthcare providers, medical practices, patients, and the general public. Showing respect for patients, protecting sensitive data, and complying with all relevant regulations is fundamental to our business. Accordingly, we maintain HIPAA policies and procedures to ensure employees and affiliates keep all information concerning patients and contacts confidential. Basic tenets of our HIPAA compliance program include:

- Xtend employees and/or affiliates...
 - Will access, use, and disclose a patient's protected health information (PHI) only as expressly allowed by policy and procedures
 - Will be sensitive to the privacy needs of patients, and where possible, will conduct communications involving PHI outside of hearing range of others
 - Must receive new hire training and annual training on HIPAA policies and procedures and sign Xtend's "HIPAA Acknowledgement" to signify their understanding of personal responsibility for HIPAA compliance
 - Are subject to disciplinary action – up to and including termination and prosecution – in the extremely rare case of inappropriate HIPAA disclosure(s) and/or PHI use prohibited by policies and procedures
- All staff will be trained on relevant State policies/procedures related to outsourced functions and activities. Xtend will act in full and complete compliance with the terms of any agreement with the State as well as any and all applicable federal, state, and local laws and regulations.

Xtend will comply with all terms and conditions outlined by the State of New Jersey in our contractual agreement. All call center agents and call center supervisors will sign a confidentiality agreement provided by the State to protect confidentiality of information about New Jersey residents who use the call center and the for NJIIS or NJ Vaccine Scheduling System.

SECTION 3 – WORKFORCE MANAGEMENT

Our expectation of the State is to work hand-in-hand with Xtend leadership to define all processes and procedures that we would need to follow as an extension of the State's vaccine call center operations. Our team has tremendous experience in all facets of customer outreach; as such, Xtend leadership will be able to implement workflows to drive toward achieving organizational goals in a timely fashion with minimal State involvement.

Xtend will use its proven rapid implementation methodology to quickly document business rules and configure systems, technology, and training to ensure streamlined service delivery. We will assign an experienced project manager along with a deputy program manager and a project manager (PM) to serve as a client liaison and oversee all aspects of service delivery. Xtend/Navient have established high volume call centers quickly for other state governments as a result of COVID-19 and have the capacity to do the same for the State.

Xtend will assign an exclusive group of team members dedicated solely to the State's account, all of whom will be trained according to the specific policies and procedures of the State and Xtend. Xtend will provide the required number of call center agents operating from New Jersey and locations throughout the U.S. to support the vaccination call center operations.

Upon award, Xtend will customize existing forecasting models (which align with agent requirements) that we have utilized for COVID-19 emergency response engagements and share model with the State upon request.

We have an online staff scheduling system and an associated mobile app which allows our agents to self schedule reducing chaos, costs, and turnover. This system allows Xtend to create schedules that align with modeled needs and allows us to manage the complexities of staff scheduling with a high number of agents with ease utilizing technology. The mobile app allows team members to keep track of their schedule while allowing Xtend to manage availability across multiple shifts. Additionally, team members can submit time-off requests, and collaborate on shift trades right on the mobile application. Lastly, this system is a powerful management tool to ensure consistent performance – As an example -- if we have an agent call out, we can text agents who have stated they were available for back up to log in and pick up a shift with a click of a button.

Our telephony dashboards display operational performance by pulling real-time performance statistics from the telephony workspace and allows for real time monitoring of call progression on both inbound and outbound campaigns. This real time information provides the tools for Xtend to view the performance of the contact center, track adherence to KPIs, and implement immediate changes to stay within SLAs.

Xtend acknowledges and confirms our ability to operate within the provided criteria below as requested:

	Consumer	Provider
Number of Agents	1,300 (range 800 – 3,000) agents on average, with further scaling up and hiring of agents as needed in response to external triggers (e.g., public awareness campaigns)	75-100 at launch with scale up and hiring as needed.
Supervisor: Manager ratio	Recommend between 1:13 – 1:17	Recommend 1:8 – 1:12
Hours of Operation	8am – 8pm, 7 days	8am – 8pm, 7 days
Average expected work week	35 hrs / week	35 hrs / week
Average estimated call duration	20-30 mins (depends on types of inbound / outbound calls)	Between 5 mins and 30 mins
Estimated call volume	1.5M calls over 6 months	250K – 500K calls estimated over 6 months

SECTION 4 – QUALITY ASSURANCE

We understand and agree to adhere to the quality goals outlined in the RFP and welcome the opportunity to meet with the State to enhance and capture any further needs. Xtend takes quality very seriously and divides the work around quality assurance into three components:

1. **Proactive Measures.** Xtend has state-of-the-art HIPAA compliant internal chat system enabling call center agents real time access to supervisors to answer immediate questions and concerns when and if they arise. This allows agents who are unsure about a business process the ability to immediately have interaction with a team of experts who can assist them avoiding errors from occurring.
2. **Retrospective Reviews.** Xtend's call monitoring and reporting enables our Compliance and Operation teams to perform live and recorded call monitoring to ensure that call center agents are delivering professional service at all times. These online recordings can be used to review agent's performance and increase effectiveness of coaching sessions. We are able to locate calls utilizing a variety of criteria such as call date, time, phone number and name. Xtend will make previously recorded call data available to the State upon request. At least 10 records (and an amount that is mutually agreed upon) of each agent's recorded communications are monitored by our internal auditors on a monthly basis to identify knowledge gaps and to provide additional training on best practice procedures.

All customer service agents are scored on the following criteria:

- Ready to service call with an upbeat and professional tone; sound confident and willing to help
- Express empathy when appropriate
- Use of appropriate scripts (Greeting, Opening, Closing, Messages)
- Provide quality assurance disclosure or the call recording disclosure
- Provide contacts with information as outlined in the database (completes questionnaire)
- Triage and coordinate next steps for support as outlined in the database
- Acknowledgement of callers' concerns/issues
- Complete questionnaires within workflow tool and call ending result within the dialer
- Did the agent ask for the full name of the contact and authenticate the caller?
- Did the agent give accurate information?
- Did agent perform account maintenance correctly within contact management system, dialer & workflow tool? (Noting, Dispositions, Next Follow up)
- Did the agent transfer/refer account correctly? (Complaint review, Escalations, State)
- Did the agent escalate callers threatening self-harm or threatening them?

The agent's score depends on appropriately carrying out the detailed instructions, using the appropriate script, and on correct documentation of the tasks or activities. Individual agents' audit findings are utilized to provide agent training opportunities, enhance training materials, and feed Xtend's continuous improvement cycle detailed below.

3. Continuous Improvement

- **Identify.** Xtend believes in the continuous improvement cycle whereby we identify operational challenges and opportunities for improvement. We identify areas for improvement by monitoring categories of questions asked during the Proactive Measures portion of our quality program, our idea exchange (modified suggestion box where solutions are encouraged), and daily standby meetings where agents can discuss challenges they are facing.
- **Plan & Execute.** Xtend plans improvements based on the challenges identified above by strategizing on solution roll out schedules and communication needs after problem identification occurs. This allows us to execute with a high degree of success. Our continuous improvement model is grounded in the principles of plan and succeed, handling variations quickly allowing us to continuously steer towards operational excellence.
- **Review.** The last step of our continuous improvement model is reviewing feedback from agents. Our organization is our people and as such we develop our business based on their input and guidance. Our employees are routinely surveyed and polled as to fixes to any variation noticed in our processes. This validation point allows us continuous feedback and feeds the identify stage of our program both completing a cycle and starting a new cycle of the next challenge.

SECTION 5 – PERFORMANCE MANAGEMENT

During implementation, Xtend will meet with the State to discuss reporting needs and provide a reporting package that tracks all mutually agreed information allowing both the State and Xtend to monitor deliverables. Xtend will provide this information once a week and on an as needed basis. Xtend has a flexible reporting suite designed to be highly responsive and meet the State's needs and understands and can comply with the basic reporting elements outlined including, but not limited to the following:

Segment	Key Metrics
Consumer call center metrics	<ul style="list-style-type: none"> • # of potential 'consumers' or vaccine recipients registered per week through call center • # of potential 'consumers' or vaccine recipients scheduled for appointments through call center • Average handle time for different types of calls (e.g., inbound vs. outbound, registration only, scheduling only, registration and scheduling, reminder outbound etc.) • Inbound vs outbound mix of calls • Call Transfer Rate • Average and Maximum time-to-answer • Percentage of calls answered in 1mins • Maximum hold time • Percentage of Calls Blocked: percentage of inbound callers that received the busy tone when they call per week • Customer satisfaction • Average abandoned call rate • Accuracy of Consumer Recipient Information entered into State-provided online registration system
Provider call center metrics	<ul style="list-style-type: none"> • # of State provided online registration system users trained • # of State provided online registration system users provisioned • # of calls transferred to State staff • # of State provided online registration system issues reported – public portal • # of State provided online registration system issues reported – user issues • # of State provided online registration system issues escalated to L3 • Average time for each call • # Call-backs needed to resolve issue / first call resolution
Staffing	<ul style="list-style-type: none"> • Occupancy targets: amount of time agents are on live calls as well as completing work associated with the calls • Shift structure • Shrinkage • Attrition

Xtend will conduct targeted root-cause analyses and troubleshooting on call center operations on a regular basis with a view to making recommendations on refinements for call center operations, including strategic analytics, troubleshooting, and reporting.

Reports are available in both PDF and Excel formats and can be sent to the State via data-encrypted email or other preferred delivery method. The date and frequency of the requested report(s) can be customized to fit the State's needs. These data allow comprehensive reporting on the call volumes, the nature of each call, how each call was resolved, whether a transfer was required, and any follow-ups required as a result of the contact. We will work closely with the State to document each step of the process and ensure seamless service delivery.

Upon notification of award, Xtend will submit a detailed Security Plan in writing to the State that addresses our approach to all applicable security requirements outlined in the State's RFP including contingency planning.

SECTION 6 – TECHNOLOGY

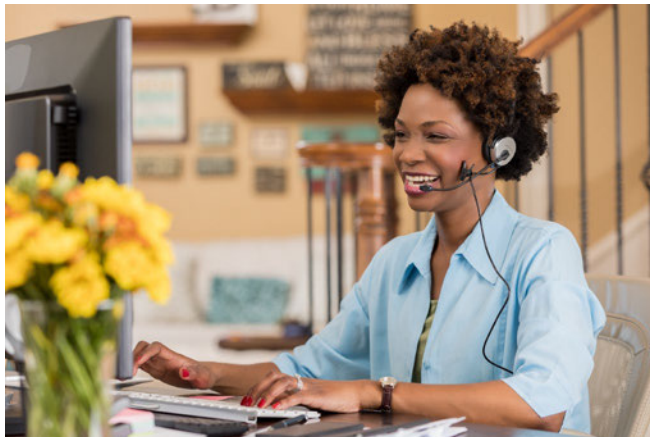
Xtend will ensure agents have all equipment, infrastructure and environment, software and hardware necessary to implement call center operations and that all equipment used will integrate with NJIIS. Xtend envisions a mix of corporate owned devices and personal end-user device from agents being utilized to meet this need.

Whether agents connect using corporate devices at one of our state-of-the-art service centers or remotely from home on a personal end-user device, Xtend's suite of technology and associated infrastructure is designed to provide full functionality and security in the most flexible way possible.

Xtend understands that meeting the needs of an unprecedented global pandemic requires flexibility and scalability to an astounding degree. Part of the reason we have been successful at meeting clients' needs during this time is our technology platform – built for intensive and demanding client environments like hospitals as well as high-security government clients including Homeland Security and the Internal Revenue Service (IRS).

The Xtend / Navient platform leverages Twilio Flex and is a state-of-the-art, cloud-based, secure technology solution allowing us to rapidly configure integrations with clients while supporting an unlimited number of additional agents with minimal ramp time. This solution supports secure, seamless operations regardless of operating environment – including remote “work-from-home” arrangements essential to compliance with COVID restrictions and best practices.

Our technology platform is highly reliable – delivering 99.999% API uptime – and conforms with stringent security requirements, including HIPAA. Importantly, our call center platform is highly flexible and feature rich, enabling integrated, multi-channel communications

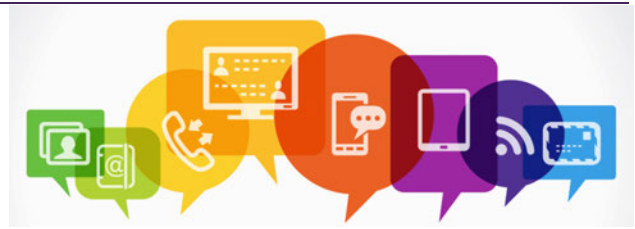


STATE OF NEW JERSEY DEPARTMENT OF HEALTH

RFP - COVID-19 Vaccination Call Center

December 16, 2020

Agents have the capability to have direct access to online help tools and guides, as well as immediate access to supervisors and specialists to assist in call handling. We find that these tools are particularly helpful for agents' early days and weeks servicing a new program and allow for strong performance even with expedited training for complex programs.



Advanced Contact Center Technology



Xtend uses real-time management tools to ensure that each call is handled accurately and efficiently while providing managers and supervisors tools to interact with and support their staff no matter where they are located. Screenshots above are examples of Xtend's queue and agent monitoring tools.

Each call is recorded and retained for training and quality assurance purposes, including capabilities to record screen as well as calls. Managers and supervisors have continuous access to agent and team performance so that resources and schedules can be managed in real time to ensure performance objectives are met.

Xtend's solution is much more than just a "call center." Using our technology platform, we are able to support all the diverse communication needs of the State's vaccine program, especially as the mission of the program evolves from responding to incoming calls into delivering proactive messaging in many languages to remind patients of upcoming appointments – via phone, text, email and even social media – as well as promoting the efficacy of the vaccine and prompting members of the public to schedule appointments or deliver additional information to address special concerns.

SECTION 7 – CONTINGENCY PLAN

Upon notification of award, Xtend will develop a detailed contingency planning document in coordination with the State that addresses contingencies should a trigger event(s) occur. Once additional details are provided and services commence, we will be able to develop this customized contingency plan. This contingency plan becomes a living and breathing document allowing Xtend and the State to partner on strategies that reduce impact to citizens should anomalies occur such as call spikes, unscheduled time off, and operational load balancing need occurs. This plan is built with agility, and entrepreneurial (get it done) approach – with the financial backing and technology support of a Fortune 500 organization, allowing us the ability to increase call demands and hire at expediated rates.

SECTION 8 – OVERALL PROGRAM MANAGEMENT

Xtend hereby attests that it has the organizational structure, facilities, and technology in place to ramp-up call center operations expeditiously after being notified by the State. Xtend / Navient maintain a ready technology deployment team, training team, human resources team, and experienced operations managers to collaborate with the State and support immediate implementation. Xtend will serve as a 'one stop shop' for the State to provide insights and alignment across sections outline in our response, supporting the program's overall success.

SECTION 9 – FIXED HOURLY RATE PRICING

Refer to **Attachment 1** for the fixed hourly rate pricing sheet. Firm fixed pricing is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

SECTION 10 – PROPOSAL EVALUATION

Xtend will adhere to the terms and conditions outlined in the RFP including the service level agreements, IVR system availability, and performance management metrics.

KEY DIFFERENTIATORS

- Xtend will use its proven rapid implementation methodology to quickly document business rules and configure systems, technology, and training to ensure streamlined service delivery. We will assign an experienced project manager to serve as a client liaison and oversee all aspects of service delivery. Xtend/Navient have established high volume call centers quickly for other state governments as a result of COVID-19 and have the capacity to do the same for the State.
- Our business provides solutions to healthcare providers, their medical practices, and their patients. Showing respect for patients, protecting sensitive data, and complying with all relevant regulations is fundamental to our business. Accordingly, we maintain HIPAA policies and procedures to ensure employees and affiliates keep all information concerning patients and contacts confidential.
- We are in the business of providing qualified resources and has the ability to quickly scale up or down depending on the demands of our clients. We are confident we can provide the resources needed on a timely basis.
- Xtend will utilize the tools and logs provided to us by the State. We have Quality Assurance (Q/A) procedures in place to ensure the data collected is correct.
- We use a language service provider that provides access to dependable and highly trained professional linguists in more than 240 languages such as Arabic, Bengali, Chinese (Mandarin, Cantonese and other Chinese languages), French, Haitian Creole, Gujarati, Hindi, Korean, Polish, Spanish, Tagalog and Yiddish. Xtend is accustomed to hiring multi-lingual individuals and do so frequently. We have a program whereby we offer differential pay for individuals speaking in languages other than English. This enables us to attract talent matching the needs/desires of the communities we serve.
- Our technology is designed specifically to optimize human efficiency. Calls can be dialed automatically and in priority order to minimize time between calls and expedite the completion and documentation of phone interviews.

CONTACT US

The State has estimated its need for hundreds of call center agents for vaccination call center services and we understand that technology alone does not address the myriad needs the State will encounter in executing an effective program. Xtend can provide trained, experienced customer service agents rapidly – 1,300 or more – within just a few days.

We stand ready to assist the State of New Jersey in any way we can. Please contact us to discuss further:

Daniel Brooks

Chief Commercial Officer

Email: [REDACTED]

Mobile: [REDACTED]

ATTACHMENTS

ATTACHMENT I - SECTION 9 – FIXED HOURLY RATE PRICING

Development of a State Based Health Exchange for the State of New Jersey

Vendor Name:	Xtend Healthcare, LLC
Quote Opening Date:	16-Dec-20

Instructions:

- The cost for each deliverable shall be complete and include all expenses, including travel, per diem and out-of-pocket expenses as well as administrative and/or overhead expenses.

- Bidders should only enter information in yellow cells on this sheet.

<u>Price Line Number</u>	<u>Labor Rate Title</u>	<u>Unit</u>	<u>Hourly Ratefor Change Orders</u>
1	Supervisor	Hourly	\$ 95.00
2	Team Lead	Hourly	\$ 75.00
3	Trainers (Training and User Provisioning on the New Jersey Vaccine Scheduling System (NJVSS))	Hourly	\$ 75.00
3	1 - 100 Call Center Agents (CCA)	Hourly	\$ 37.00
4	101 - 500 Call Center Agents (CCA)	Hourly	\$ 35.00
5	501 and up Call Center Agents (CCA)	Hourly	\$ 34.00

ATTACHMENT II - AGENCY REQUEST FOR PROPOSAL / TERMS AND CONDITIONS

**1STATE OF NEW JERSEY
AGENCY REQUEST FOR PROPOSAL**

Vendor Name and Address: NOTE: Bidder must enter information in this space Xtend Healthcare LLC 90 Volunteer Dr., Suite 150 Hendersonville, TN 37075		Return This Proposal to: Via Email to: <u>centralprocurement@doh.nj.gov</u> y		US Mail Delivery Address: <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> Department of Health 7 TH Floor 369 S. Warren Street P O Box 360 Trenton, NJ 08625-0360	
NOTE: This proposal must be returned before 2:00 PM Eastern time on the following date: 12/16/2020				Agency Person to Contact: <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px;"></div>	
Fiscal Year 2021	Account Number N/A			Agency Ref. COVID-19 VACCINE CALL CENTER SPECIFICATIONS	Commodity Code No.
<p>IMPORTANT INSTRUCTIONS TO BIDDERS: Read the entire bid proposal, terms and conditions, and specifications. Fill in all information requested below. All bid prices must be typed or written in ink on this form. Any corrections, erasures or other forms of alterations to unit and/or total prices <u>must</u> be initialed by the bidder. Upon completion, this proposal must be signed and returned to the address shown above. Unsigned proposals will not be considered.</p> <p>NOTE: THE TERMS AND CONDITIONS ARE ON THE FOLLOWING PAGE.</p>					

ITEM NO.	QTY	UNIT	DESCRIPTION (ALL ITEMS MUST BE DELIVERED F.O.B. DESTINATION)	Unit Cost	TOTAL COST
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1

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Each

This document contains specifications for State of New Jersey ("State") to share with a VENDOR for the New Jersey COVID-19 Vaccination call center, and example (suggested, *not exhaustive or prescriptive*) language to be integrated into a service level agreement with VENDOR. This document is not intended to be used as is, or in place of a request for proposal with a VENDOR.

GOALS

The New Jersey COVID-19 Vaccination Call Center ("Call Center") will support the State's strategic aims of a robust COVID-19 vaccination program that:

- Provides equitable access to all who live, work, and/or are educated in New Jersey
- Achieves community protection, assuming vaccine effectiveness, availability, and uptake
- Builds sustainable trust in COVID-19 and other vaccines.

The NJ COVID-19 Vaccination call center will provide separate queues for:

- Consumer** registration and scheduling (inbound calls) and outbound calls (e.g., second dose appointment reminders and scheduling reminders, especially during downtime)

Technical support to vaccine **providers**.

These queues can share a central telecommunications and IT infrastructure but require separate training, staffing criteria and workforce management of agents to meet the distinct needs of their respective caller groups.

DESCRIPTION

The State is looking to set up the Call Center for minimum 6 months, with potential additional 6 months extension. Agents staffed for the consumer and provider segments of the call center will have different responsibilities:

Consumer	Provider
<p>Consumer call center agents will handle inbound and outbound calls with the following responsibilities:</p> <p>Inbound Calls:</p> <p>Register consumers in the State-</p> <p>provided online vaccination</p> <p>registration system</p> <p>· Provide guidance on scheduling wait-</p> <p>times Provider call center agents will handle inbound calls</p>	<p>Provider call center agents will handle inbound calls with the following responsibilities:</p> <p>Inbound Calls · Answer questions from provider sites relating to vaccine delivery (including but not limited to operations, cold chain management, wastage, etc.)</p> <p>· Schedule vaccination appointments by accessing State-provided online vaccination registration system · Provide support for answering consumer questions on navigating online vaccination registration system · Refer</p>

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NAME:



TITLE:

Chief Commercial Officer

DATE:

12/15/2020

with the following responsibilities: Inbound Calls · Answer questions from provider sites relating to vaccine delivery (including but not limited to operations, cold chain management, wastage, etc.)

· Schedule vaccination appointments by accessing State-provided online vaccination registration system · Provide support for answering consumer questions on navigating online vaccination registration system · Refer callers to additional resources and other help-lines (both through interactive voice response and if needed through warm handoff) Outbound Calls · Make reminder calls to potential recipients who have previously registered but not scheduled a vaccine appointment as yet · Contact targeted populations for registration · Make reminder calls to those who missed or have not scheduled second dose vaccine appointment

callers to additional resources and other help-lines (both through interactive voice response and if needed through warm handoff) Outbound Calls · Make reminder calls to potential recipients who have previously registered but not scheduled a vaccine appointment as yet · Contact targeted populations for registration · Make reminder calls to those who missed or have not scheduled second dose vaccine appointment · Answer questions on accessing/using the New Jersey Immunization Information System (NJIS) · Provide COVID-19 NJIS training support · Provide support for State-provided online vaccination registration system · Provide user training and provisioning for State-provided online vaccination registration system Outbound Calls · Reminders and/or troubleshooting related to reporting COVID-19 doses administered data to NJIS in a timely manner · Call back requested by provider · Call back the provider related to ongoing issues requiring follow-up and resolution · Calls to users related to training and/or user provisioning for NJIS or NJ Vaccine Scheduling System

Responsibilities outlined above may evolve and change at the discretion of the State, and dependent on circumstances.

SUMMARY OF SPECIFICATIONS

An effective effort to stand up and support a contact center operation will require substantial effort in both design and execution. The scope of work and resources within the eight (8) categories of services defined below will be agreed upon by State and VENDOR

Ref. # to Section	Services Description
1	Hiring

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Signature by:

NAME:

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TITLE: Chief Commercial Officer

DATE: 12/15/2020

2	Training and confidentiality
3	Workforce management
4	Quality Assurance
5	Performance Management
6	Technology
7	Contingency Plan
8	Overall Program Management
9	Fixed Hourly Rate Pricing
10	Proposal Evaluation

DETAILED DESCRIPTION OF SPECIFICATIONS:

1. Hiring

VENDOR will be responsible for execution of recruiting, interviewing and hiring plan of Consumer Call Center agents, including:

- Develop job descriptions in collaboration with State
- Define hiring plan tied to needs and timelines, and assess variable staffing models (e.g., flexible staffing), as needed
- o Preference for residents of NJ
- o Ensure appropriate background checks during recruiting – working with DOH to leverage past experience (e.g. with contact tracing call center hiring)
- o Ensure 30% bi-lingual in Spanish and incorporation of a language service into 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 Yiddish2.

https://www.state.nj.us/transportation/business/civilrights/pdf/map_language.pdf and

https://www.census.gov/data/tables/2013/demo/2009-2013-lang-tables.html?eml=gd&utm_medium=email&utm_source=govdelivery

- Hire staff at all levels needed including operational management support structure with ratios 1:15 (expected range: 1:13 – 1:17)
- Have a contingency plan to scale additional agents given additional call volume (see section 7)

Agents will perform responsibilities outlined in the DESCRIPTION section above and will be assigned a set schedule for 35 hours/week to ensure coverage between 8am-8pm daily, 7 days a week. The position will be temporary.

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Witnessed by:

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Chief Commercial Officer

DATE:

12/15/2020

Please refer to Section 3 – Workforce Management for call volume assumptions that can be used to estimate number of agents: with further scaling up and hiring of agents needed in response to external triggers (e.g., 2-3 weeks after public awareness campaigns)3.

Feedback and input will be provided by State to VENDOR both on an initial and on-going basis; it is understood and agreed that the ultimate hiring responsibility for Consumer call center agents shall remain with VENDOR.

For provider call center, State will hire and onboard ~20 staff: 4 supervisors and 16 professional staff that will serve as Level 2 escalation for the VENDOR provider call center staff.

VENDOR responsibilities will include:

- Hire and manage staff to answer questions related to the NJ Vaccine Scheduling System, training and user provisioning, general (high-level) NJIIS and programmatic questions. More in-depth questions will be routed to State staff. Estimate that 75-100 staff will be needed to support provider call center at launch, with the need to scale up as needed.

2. Training and confidentiality:

VENDOR will be responsible for delivering training and onboarding plan, including:

- Customize training for specific requirements needed
 - Deploy at scale training required in remote setting, with visibility for State on completion of training modules
 - Facilitate staggered onboarding of new hires with knowledge transfer across roles
 - Facilitate on-going training given changing needs and guidance, including on operational topics and soft skills in listening openly to concerns, building trust, cultural competency practices, and broader customer service.
 - Provide a knowledge management system/repository for documentation purposes (e.g., FAQs, job aids, etc).
 - All call center agents and call center supervisors will need to sign a confidentiality agreement in a form provided by NJDOH to protect confidentiality of information about NJ residents who use the call center and the NJ Vaccine Scheduling System.
- Assuming ~1.5M calls over 6 month duration, 35hr/week, ~20-30min average duration across all types of calls
- Provide details of any personally identifiable information being stored or recorded, outside of State-provided online registration and scheduling system. State will specify confidentiality and ethics trainings required to handle confidential, personally identifiable information

The State shall provide the initial input and draft of the required training curriculum, duration and other content to VENDOR for review

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Signed by:

NAME:



TITLE:

Chief Commercial Officer

DATE:

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and comment for Consumer and Provider call center supervisors and agents.

3. Workforce management

VENDOR is responsible for all aspects of the workforce management of agents, on agreed upon terms with State. VENDOR shall

- Build forecasting model
- Execute forecast and staffing model to align agents with requirements
- Create agent schedules that align with model output (with expected shrinkage)
- Manage call volume in real time to shift resources as available – e.g. between inbound and outbound calling

	Consumer	Provider
Number of Agents	~1,300 (range 800 – 3,000) agents on average, with further scaling up and hiring of agents as needed in response to external triggers (e.g., public awareness campaigns)	75-100 at launch with scale up and hiring as needed.
Supervisor: Manager ratio	Recommend between 1:13 – 1:17	Recommend 1:8 – 1:12
Hours of Operation	8am – 8pm, 7 days	8am – 8pm, 7 days
Average expected work week	~35 hrs / week	~35 hrs / week
Average estimated call duration	~20-30 mins (depends on types of inbound / outbound calls)	Between 5 mins and 30 mins
Estimated call volume	~1.5M calls over 6 months	~250K – 500K calls estimated over 6 months

Assuming ~1.5M calls over 6 month duration, agent capacity: 35hr/week, ~20-30min average duration across all types of calls and standard benchmarks for utilization

VENDOR shall provide suggestions for above and agree with State.

4. Quality assurance

VENDOR is responsible for executing on the quality assurance plan and meeting QA goals

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Chief Commercial Officer

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12/15/2020

- Provide quality assurance resources to monitor at the determined cadence
- Deliver feedback to front line agents based on quality monitoring observations
- Align with state on sample size and on the frequency of sharing the QA report (e.g., ideally weekly)
- Identify improvement targets and ensure goals are achieved

State will:

- Provide feedback on measuring quality at the overall and individual agent level and the parameters for measuring quality on a regular basis
- Provide input on Quality Assurance methodology and improvement targets

5. Performance management

VENDOR is responsible for

- Regular reporting including ability to report on ongoing basis all information reasonably requested that is necessary to comply with any reporting requirements
- Process for escalation of challenges and obstacles for rapid resolution, as needed

VENDOR will create a scorecard or integrated dashboard that includes the appropriate measures to track and inform decision-making of actions. The structure and design of analyses and dashboards that will be disseminated on a regular basis should be jointly agreed upon between VENDOR and State before production.

VENDOR shall provide frequent reports and visibility into KPIs on a daily, weekly and monthly basis. In initial few days after launch, reporting may be more frequent (multiple times a day).

Metrics to include in each report, and frequency of reporting will be decided upon between VENDOR and State. Based on ongoing performance, measures to track may be

refined given lessons learned. VENDOR shall confirm ability to generate monthly reports that will include metrics defined in table below (not exhaustive):

- Key metrics to report on:

o # of potential 'consumers' or vaccine recipients registered per week through call center

o # of potential 'consumers' or vaccine recipients scheduled for appointments through call center

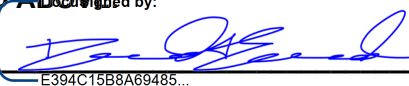
o Average handle time for different types of calls (e.g., inbound vs. outbound, registration only, scheduling only, registration and scheduling, reminder outbound etc.)

o Inbound vs outbound mix of calls

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Witnessed by:

NAME:



TITLE: Chief Commercial Officer

DATE:

12/15/2020

- o Call transfer rate
- o Average and Maximum time-to-answer
- o Percentage of calls answered in 1mins
- o Maximum hold time
- o Percentage of Calls Blocked: percentage of inbound callers that received the busy tone when they call per week
- o Customer satisfaction
- o Average abandoned call rate
- o Accuracy of Consumer Recipient Information entered into State-provided online registration system
- For Provider Call center metrics, would propose including:
 - o # of State provided online registration system users trained
 - o # of State provided online registration system users provisioned
 - o # of calls transferred to State staff
 - o # of State provided online registration system issues reported – public portal
 - o # of State provided online registration system issues reported – user issues
 - o # of State provided online registration system issues escalated to L3
 - o Average time for each call
 - o # Call-backs needed to resolve issue / First call resolution
- Staffing:
 - o Occupancy targets: amount of time agents are on live calls as well as completing work associated with the calls
 - o Shift structure
 - o Shrinkage
 - o Attrition
- Contingency plan updates if too many calls than expected or too few (see section 7)
- 6. Technology: VENDOR is responsible for:
 - Providing hardware, software and broadband access to operate the contact center remotely including, but not limited to the specifications outlined by the State
 - o Laptop hardware

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12/15/2020

o Operating systems to access State-provided online registration system

o Internet connectivity

o Supported browsers

o PC headsets

o Phone options for landline and mobile

o Language interpretation solution (e.g., Language line)

· Providing telephony solution, including but not limited to

o Interactive Voice Response (IVR) available 24/7 (VENDOR to specify elements of IVR provided e.g., self-service, automated voice or text message response etc.)

o Ability to send text, SMS reminders – if not part of State-provided online registration system

· Responding to troubleshooting inquiries within 1 hour during business operations

· Developing continuity/disaster recovery plan

· Ensuring full confidentiality and security of personal health information being collected and include a security management report and plans for escalation, if need arises.

VENDOR shall ensure full confidentiality and security of personal health information being collected and include a security management report, if need arises.

7. Contingency plan

VENDOR will be evaluated on ability to be agile and adapt, i.e., have a clear plan and ability to execute in the case of

· Call demand exceeds staffing capacity: Example responses may include

o Call deflection strategies (e.g., re-direct a call to other help lines through interactive voice response IVR) or direct callers to other registration channels

o Onboard / hire agents at expedited rate

· Staffing capacity exceeds call demand: Example responses may include

o Re-allocate agent capacity to making outbound calls for scheduling reminders, second dose appointment reminders or initial outreach targeting of specific populations or employers / associations with low registration trends

VENDOR must share clear plan with State early to agree on a contingency plan.

8. Overall Program Management

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NAME:  TITLE: Chief Commercial Officer DATE: 12/15/2020

VENDOR will offer daily standup for State team (up to 3x a day or more frequent during days of launch) and periodic report-outs of integrated dashboard with previously agreed upon objectives and metrics between the State and VENDOR.

VENDOR will serve as a 'one stop shop' for the State to provide insights and alignment across sections outline above, supporting the programs overall success, including maintaining high levels of resident and employee experience, liaising with the State leadership on decision making and planning, and addressing issues and dependencies in real-time, where such overall program management and program success shall be consistent with previously agreed upon objectives and metrics

If Vendor has supported State on any other call centers before, Vendor will share how supporting this additional work will not compromise existing work, including sufficient leadership oversight.

Vendor will conduct targeted root-cause analyses and troubleshooting on call center operations on a regular basis with a view to making recommendations on refinements for call center operations, including:

- Strategic analytics: Conduct targeted analyses, including focus areas of concern or near-term trends to inform areas such as workforce staffing, operational standards, and training elements, whether from the State
- Troubleshooting: Conduct root-cause analysis to identify operational issues and recommend actions to be taken on items #1-7 above, where the actions are to be mutually agreed upon between State and VENDOR.
- Reporting: Create integrated dashboard of early warning indicators to inform decision-making of actions, easily accessible and configurable reports, automatic generation and dissemination of reports

9. Fixed Hourly Rate Pricing

The bidder must submit its pricing using the format set forth in the State-supplied Price Sheet included as Attachment 1. The Price Schedule requires firm fixed pricing. Firm Fixed Pricing is a price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

The bidder must include the number of hours for each staff member proposed under a weekly pricing format. The bidder must also indicate how it accounts for billing if less than a full week of work is performed. Payment to the Contractor for work will be based upon these rates.

10.0 Proposal Evaluation

10.1 RIGHT TO WAIVE

Pursuant to N.J.A.C. 17:27-2.7(d) the Director may waive minor irregularities or omissions in a proposal. The Director also reserves the right to waive a requirement provided that the requirement does not materially the procurement of the State's interest associated with the procurement.

10.2 STATE'S RIGHT OF FINAL PROPOSAL ACCEPTANCE

THIS IS TO ENSURE THAT I HAVE READ, UNDERSTOOD, AND WILL ADHERE TO THE TERMS AND CONDITIONS AS STATED ABOVE.

NAME:



TITLE:

Chief Commercial Officer

DATE:

12/15/2020

The Director reserves the right to reject any or all proposals, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the Vendor or Vendors, best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie proposals will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.

10.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

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

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

10.4 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 bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in deta

10.5 PROPOSAL EVALUATION COMMITTEE

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Division. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant(s) in an advisory role.

10.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

After the submission of proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

After the proposals are reviewed, one, some or all of the bidders may be asked to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The bidder may be required to give an oral presentation to the State concerning its proposal. Bidders may not attend the oral presentations of their competitors.

10.7 SELECTION PROCESS

Quotes will be evaluated and scored technically before pricing is revealed to the Evaluation Committee. Each evaluated quote will receive a Total Technical Score. The Technical Proposal Score will be the average of the combined Technical Quote Score (sum of each voting member technical evaluation score divided by the number of voting members).

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate proposals received in response to

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NAME:



TITLE: Chief Commercial Officer

DATE:

12/15/2020

this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

10.7.1 TECHNICAL EVALUATION CRITERIA

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

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 RFP.

C. Ability of firm to complete the Scope of Work based on its Technical Proposal: The overall ability of the bidder to undertake and successfully complete the technical requirements of the contract in a timely manner.

10.7.2 BIDDER'S COST QUOTE

For evaluation purposes, bidders' quote sheets will be evaluated and ranked based on an analysis of cost reasonableness based on the price lines of all responsive and responsible bidders. Bidders will be selected for contract award based on the technical scores and bid prices.

10.7.3 PROPOSAL DISCREPANCIES

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

Exhibits

Exhibit A: Service Level Agreements

1.1 Call Center Availability

SLA Name	System (NJ COVID-19 Vaccine Call Center) Availability
Performance Standard	The System (NJ COVID-19 Vaccine Call Center) shall be available 8am – 8pm, seven-days-a-week.
Effective Date	Go Live Date
Measurement Process	The System (NJ COVID-19 Vaccine Call Center) shall be available 8am – 8pm, seven-days-a-week, except for approved time for system maintenance.

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Failures and Nonexclusive Remedies	Liquidated Damages for non-compliance for time not meeting the measurement process are defined as: • 0 - 60 minutes - \$5,000 • 61 - 90 minutes - \$10,000 • 91 - 120 minutes - \$15,000 • Over 2 hours - \$20,000 per hour after 2 hours In addition to the Liquidated Damages cited above, for each incident of the System (NJ COVID-19 Vaccine Call Center) downtime in excess of four (4) per month, the Vendor shall be assessed \$10,000 per incident regardless of the duration of downtime.
Escalation	If the System (NJ COVID-19 Vaccine Call Center) Availability falls below 99.8% during the month, the Vendor shall conduct the following: • SCM is notified
Exceptions	Any downtime that has been accepted by the NJDOH. Requests for call center downtime during hours of operation shall be made to the NJDOH 24 hours in advance or approved by NJDOH.
Reporting	Any unscheduled downtime shall be documented and explained in writing to the NJDOH within 48 hours. The Vendor shall report all occurrences and duration of each downtime within a monthly status report.

1.2 IVR System Availability

SLA Name	IVR System Availability
Performance Standard	The System (IVR) shall be available 8am – 8pm, seven-days-a-week.
Effective Date	Go Live Date
Measurement Process	The System (IVR) shall be available 8am – 8pm, seven-days-a-week, except for approved time for system maintenance.
Failures & Nonexclusive Remedies	Liquidated Damages for non-compliance for time not meeting the measurement process are defined as: • 0 - 60 minutes - \$1,000 • 61 - 90 minutes - \$2,000 •

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NAME:



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TITLE:

Chief Commercial Officer

DATE:

12/15/2020

	91 - 120 minutes -\$4,000 • Over 2 hours - \$6,000 per hour after 2 hours In addition to the Liquidated Damages cited above, for each incident of the System (IVR) downtime in excess of four (4) per month, the Vendor shall be assessed \$2,500 per incident regardless of the duration of downtime.
Escalation	If the System (IVR) Availability falls below 99% during the month, the Vendor shall conduct the following: • SCM is notified
Exceptions	Any downtime that has been accepted by the NJDOH. Requests for IVR downtime during hours of operation shall be made to the NJDOH 24 hours in advance or approved by NJDOH.
Reporting	Any unscheduled downtime shall be documented and explained in writing to the NJDOH within 48 hours. The Vendor shall report all occurrences and duration of each downtime within a monthly status report.

1.3 Performance Management Metrics

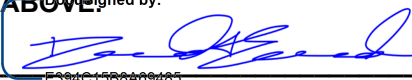
VENDOR should provide quantitative measurement process proposal on performance management metrics (3-4 of the most relevant KPIs such as those outlined in Section 5: Performance Management Metrics) that will be agreed upon between State and VENDOR. These can be balanced across customer satisfaction and productivity.

Four metrics shown below as an example (benchmark ranges provided are sourced from past and existing State call center contracts and industry experience):

Measurement Process	EXAMPLE Failure & Nonexclusive Remedies5 X=[VENDOR AND STATE TO ALIGN]
Maintain a maximum weekly average time-to-answer of ~50-70 seconds.	[\$X] per week for weekly average time-to-answer exceeding [X] seconds.
Maintain a maximum time-to-	[X] % of monthly contract value if

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answer of 2 minutes.	[X] % or more of calls exceed given threshold over a period of a month on average. [X] % of monthly contract value if [X] % or more of calls exceed given threshold
Receive a top two rating (assuming a five-point scale) in 85-90% of total customer surveys for Customer satisfaction	X] % of monthly contract value in any month with a week (Sunday-Saturday) where the Customer satisfaction percent is less than [85-90%],
Maintain average agent occupancy of ~85-90%	[X] % of monthly contract value if average occupancy falls [5-10] % below threshold

Adapted from and informed by State previous service level agreements and other call center support experiences, for example:
https://www.state.nj.us/dobi/financial/Exhibit4.1SLA_190927.pdf

Exhibit B: Consumer workflows

Call center specifications: Consumer	
Sub-workstreams	Consumer
Hiring	<ul style="list-style-type: none"> State to hire new agents and supervisors through existing vendor or end-to-end call center operator (to be confirmed) Medical background not necessary, customer service background preferred
Training and confidentiality for agents and supervisors	<ul style="list-style-type: none"> Virtual training model for supervisors and agents – DOH advises training modules Potentially use confidentiality language from contact tracing setup for agents managing personally identifiable information
Systems - IT	<ul style="list-style-type: none"> Vendor / operator includes telephony solution (including interactive voice response IVR) with ability for agents to work remotely, and language interpretation services to cater to top languages spoken in State
Workforce management	
Assumed # of agents	<ul style="list-style-type: none"> ~1300 agents on average, with further scaling up and hiring of agents necessary after large awareness campaigns¹
Expected working hours	<ul style="list-style-type: none"> Agent working hours: ~7hrs / day, 5 days a week (~35-hours), remote Hours of operation: 8am – 8pm, 7 days
Assumed avg. length per call (mins)	<ul style="list-style-type: none"> ~20-30 mins
Budget and launch	To be discussed

1. See backup for assumptions, including further scaling up of agents necessary after news awareness campaigns and factors affecting ramp up. Preliminary, pre-decisional, and deliberative. Based on input provided by State agency leaders and staff, to date, and subject to change. Content is descriptive only and is not meant to constitute legal, clinical, or policy advice.

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Digitally signed by:

NAME:

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TITLE: Chief Commercial Officer

DATE:

12/15/2020

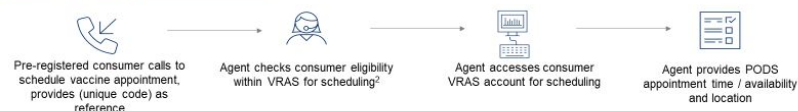
Consumer Call Center Workflow: What agents will do

PRELIMINARY - FOR DISCUSSION

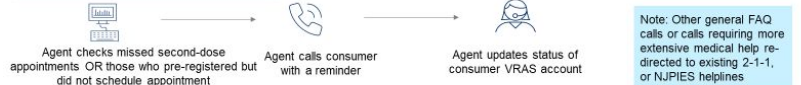
Registration inbound calls



Scheduling inbound calls



Reminder outbound calls



Note: Other general FAQ calls or calls requiring more extensive medical help re-directed to existing 2-1-1, or NJPIES helplines

1. This system should provide more than just an email -- to cater to those without internet or an email

2. Eligible if pre-registration has been generated to VRAS

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

1

Winning Bidder must register with NJSTART as a vendor for the State of NJ. www.njstart.gov

NOTE: The terms & conditions on the following page are an integral part of the PB-120 (RFP) document.

● PRICES ARE FIRM UNTIL THE FOLLOWING DATE: _____

Order total:

Cash Discount

Date of Delivery

12/16/2020

Vendor's Federal ID Number

Vendor's Telephone No.

□

Vendor's Signature (Must Be Signed):

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Print or Type Name Below:

Daniel Brooks

Date:

12/15/2020

PB-120 July 2009

THIS IS TO ENSURE THAT I HAVE READ, UNDERSTOOD, AND WILL ADHERE TO THE TERMS AND CONDITIONS AS STATED ABOVE:

NAME:

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TITLE: Chief Commercial Officer

DATE:

12/15/2020

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey as a result of this proposal.

Refer to **AGENCY REF. NO.** (see proposal cover sheet) in all written and verbal correspondence.

1. **CORPORATE AUTHORITY** – All corporations doing business with the State of New Jersey must be registered with the Office of the Secretary of State. Forms are available by contacting the Office of the Secretary of State, Trenton, NJ.
2. **ANTI-DISCRIMINATION** – All parties to any contract resulting from this proposal 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 10:2-04, N.J.S.A. 10:5-1 et seq.* and *N.J.S.A. 10:5-31 through 10:5-38*.
3. **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 Act.
4. **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 or services performed.
5. **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.
6. **COMPLIANCE – CODES** – The contractor must comply with the New Jersey Uniform Construction Code (NJUCC) and the latest NEC70, B.O.C.A. Basic Building Code, OSHA and all applicable codes for this requirement. The successful bidder will be responsible for securing and paying for all necessary permits, where applicable.
7. **LIABILITY – COPYRIGHT** – The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from 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.
8. **INDEMNIFICATION** – If it becomes necessary for the contractor either as principal or by agent or employee to enter the property of the State in order to perform under this agreement, the contractor agrees to use and provide all necessary and sufficient precautions against the occurrence of any accidents or injuries to any person or property during the progress of work covered. The contractor will be responsible for, indemnify and save harmless the State for accidents, injuries or damages that may occur from such work.
9. **INSURANCE** – The contractor will carry insurance as broad as the standard coverage forms currently in use in the State of New Jersey to indemnify the State against any claim for loss, damage or injury to property or person arising out of the performance of the contractor or his employees and agents of the services covered by this agreement. The contractor shall provide certificates or such insurance to the State upon request.
10. **PERFORMANCE GUARANTEE OF BIDDER** – The bidder certifies that:
 - a. The equipment offered is standard new equipment, is in current production and the latest model of regular stock product, with parts regularly used for the type of equipment offered, that such parts are all in production and not likely to be discontinued; also, 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. For all equipment purchases, the bidder shall indicate the manufacturer's standard warranty. The contractor will render prompt service, without charge, regardless of geographic location. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
 - d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
 - e. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the

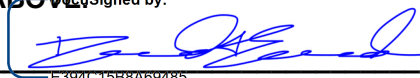
contract/purchase order. The contract shall not be considered complete until final approval by the State's using agency is rendered.

11. **BRAND NAME ALTERNATIVES** – Brand names and/or descriptions used in this proposal are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials will be judged. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the materials described and materials offered must be fully explained by the bidder in an accompanying letter. A full explanation is to be given of any improved features or innovations recently developed, now on the market, but not previously available. Where specifications are attached describing the item, the bid must list in detail wherein the material offered differs from the specifications. In the absence of any changes by the bidder, it will be presumed and required that material as described in the proposal be delivered.
12. **PRICE QUOTATIONS** – Insert prices for furnishing all or any portion of the material or articles described. All prices quoted shall be firm through issuance or contract/purchase order and for delivery of quantities specified, and shall not be subject to increase during the period of the contract/purchase order. Prices shall be net and must include all transportation charges fully prepaid by the contractor, F.O.B. Destination.
13. **TAX CHARGES** – The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, they must not be included in the proposal price or invoice. The State's Federal Excise Tax Exemption number is 22-75-0050K.
14. **DELIVERY** – F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of new jersey unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.
15. **PAYMENT** – Payments will only be made against State payment vouchers. All goods are to be billed at the prices quoted. State payment voucher in duplicate together with original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery.
16. **NEW JERSEY PROMPT PAYMENT ACT** – The New Jersey Prompt Payment Act 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.
17. **CASH DISCOUNTS** – Bidders are encouraged to offer cash discounts based on expedited payments by the State. The State will make efforts to take advantage of discounts, but discounts offered will not be considered in determining the lowest bid. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods and services, and received a properly signed and executed payment voucher form.
 - a. The date on the check issued by the State in payment of that voucher shall be deemed the date of the State's response to that voucher.
18. **STANDARDS PROHIBITING CONFLICTS OF INTEREST** – All contracts or purchase agreements made with the State of New Jersey must comply with Executive Order No. 189 (1988) concerning standards prohibiting conflicts of interest on vendor activities. The provisions of Executive Order No. 189 will be included on the purchase order issued to the award-winning vendor.

THIS IS TO ENSURE THAT I HAVE READ, UNDERSTOOD, AND WILL ADHERE TO THE TERMS AND CONDITIONS AS STATED ABOVE.

Signed by:

NAME:



TITLE: Chief Commercial Officer

DATE:

12/15/2020



**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**

State of New Jersey Standard Terms and Conditions

(Rev: 10/21/19)

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

Unless the bidder/offeror is specifically instructed otherwise in the 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

NJSTART Term	Equivalent Statutory, Regulatory and/or Legacy Term
Bid/Bid Solicitation	Request For Proposal (RFP)/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket 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 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14, 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>.

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 cancelation 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.
 - A. This \$1,000,000 amount may have been raised by the RFP when deemed necessary by the Director; and
 - B. 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 original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. 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 7 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 PROCUREMENT OF RECOVERED MATERIALS

To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this Section 7.1 of the Standard Terms and Conditions modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. 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.

- A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
 - 1. Paper and paper products listed in 40 C.F.R. 247.10;
 - 2. Certain vehicular products as listed in 40 CFR 247.11;
 - 3. Certain construction products listed in 40 C.F.R. 247.12;
 - 4. Certain transportation products listed in 40 C.F.R. 247.13;
 - 5. Certain park and recreation products, 40 C.F.R. 247.14;
 - 6. Certain landscaping products listed in 40 C.F.R. 247.15;
 - 7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
 - 8. Other miscellaneous products listed in 40 C.F.R. 247.17.
- B. As defined in 40 CFR 247.3, "recovered material" means:
 - 1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
 - 2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
 - a. Postconsumer materials such as --
 - i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
 - ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
 - b. Manufacturing, forest residues, and other wastes such as --

- i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
 - ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
 - iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
 - iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
 - v. Fibers recovered from waste water which otherwise would enter the waste stream.
- C. For contracts in an amount greater than \$ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

7.2 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."

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.

7.3 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 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the 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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

7.4 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 include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7.5 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.

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

Contracts and subgrants of amounts in excess of \$ 150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7.7 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7.8 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.

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 <http://NJ.gov>/<http://NJ.gov/JobCentralNJ>;
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: 10/21/19)

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

DocuSigned by:

0773467AA05D46A...

Signature

Mike Morris

President & CEO

Print Name and Title

Xtend Healthcare, LLC

Print Name of Contractor

12/23/2020

Date

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

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

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

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

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

2.13 OWNERSHIP DISCLOSURE

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

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted proposal. A contractor's failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a Contract to said contractor unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the receipt of the proposal. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the proposal.

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

2.14 PROHIBITED INVESTMENT IN IRAN

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

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2.15 STATE'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES

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

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

2.16 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

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

2.17 DELIVERY TIME AND COSTS

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

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

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

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

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

2.19 CASH DISCOUNTS

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

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

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

2.20 CLAIMS AND REMEDIES

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

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- B. Nothing in this Contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.
- C. In the event that the contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the Standard Terms and Conditions, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

2.21 **NEWS RELEASES & ADVERTISING**

- A. The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Contract without the prior written consent of the Director.
- B. The contractor shall not use the State's name, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

2.22 **ORGAN DONATION**

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

3.8 **PERFORMANCE SECURITY**

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

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

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

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

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

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

3.9 RETAINAGE

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

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

3.10 SUBCONTRACTOR UTILIZATION PLAN

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

5.17 CONFIDENTIALITY

- a. The State's obligation to maintain the confidentiality of the contractor's confidential information provided to the State under the Contract is conditioned upon and subject to the State's obligations under the New Jersey Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA"), the New Jersey common law right to know, and any other lawful document request or subpoena.
- b. By virtue of the Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose only information that is required for the performance of their obligations under the Contract. The contractor's confidential information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure ("Contractor Confidential Information"). Notwithstanding the previous sentence, the contractor acknowledges the terms and pricing of the Contract are subject to disclosure under OPRA, the New Jersey common law right to know, and any other lawful document request or subpoena.
- c. The State's Confidential Information shall consist of all information or data in any form whatsoever supplied by the State, any information or data gathered by the contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not).
- d. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public

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domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

- e. The parties agree to hold each other's Confidential Information in confidence, using at least the same degree of care in doing so that it uses to protect its own confidential information.
- f. In the event that the State receives a request for Contractor Confidential Information related to the Contract pursuant to a court order, subpoena, lawful document request or other operation of law, the State agrees, if permitted by law, to provide the contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such request. The contractor shall take any action it deems appropriate to protect its documents and/or information.
- g. In addition, in the event the contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, the contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and the contractor's intended response to such request. The State shall take any action it deems appropriate to protect its documents and/or information. Notice to the State shall not relieve the contractor of its obligation to take action to protect such information if the contractor is aware of a legal reason to do so.
- h. Notwithstanding the requirements of nondisclosure described in this Section 5.17, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the State, if the State determines the documents or information are subject to disclosure and the contractor does not exercise its rights as described in subsection (f), or if the contractor is unsuccessful in defending its rights as described in subsection (f), or (iv) in the case of the contractor, if the contractor determines the documents or information are subject to disclosure and the State does not exercise its rights as described in subsection (g), or if the State is unsuccessful in defending its rights as described in subsection (g).

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

4.2 INSURANCE

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

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

5.18 OWNERSHIP

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

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

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

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

1.2 DEFINITIONS

The following definitions shall apply to information technology contracts:

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

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2.10 COMPLIANCE - LAWS

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

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

4.1 INDEMNIFICATION

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

INDEMNIFICATION AND LIMITATION OF LIABILITY:

1. INDEMNIFICATION - The contractor's liability to the State and its employees in third party suits shall be as follows:
 - a) The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
 - i. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under the Contract or the order; and
 - ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of the Contract; and
 - iii. The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in these Standard Terms and Conditions.
 - b) In the event of a claim or suit involving third-party Intellectual Property Rights, the contractor, at its option, may: (1) procure for the State the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties. The State will (1) promptly notify the contractor in writing of the claim or suit; (2) the contractor shall have control of the defense and settlement of any claim that is subject to subsection (a); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the contractor at its expense. Furthermore, neither the contractor nor any attorney engaged by the contractor shall defend the claim in the name of the State of New Jersey or any Agency, nor purport to act as legal representative of the State of New Jersey or any Agency, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
 - c) Notwithstanding the foregoing, the contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State's unauthorized combination, operation, or use of a product supplied under the Contract with any product, device, or Software not supplied by the contractor; (2) the State's unauthorized alteration or modification of any product supplied under the Contract; (3) the contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides the contractor with such designs, specifications, requests, or instructions, the contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the contractor to proceed with one or more designs, specifications, requests or instructions that

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

- d) The contractor will be relieved of its responsibilities under subsection (a)(i) and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
- e) This section states the entire obligation of the contractor and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and the contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.
- f) The provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in the Contract, nor shall they be construed to relieve the contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the Contract or otherwise at law or equity.
- g) The contractor agrees that any approval by the State or Using Agency of the work performed and/or reports, plans or specifications provided by the contractor shall not operate to limit the obligations of the contractor assumed in the Contract.
- h) The State of New Jersey will not indemnify, defend or hold harmless the contractor. The State will not pay or reimburse for claims absent compliance with Section 4.1(2) of this Supplement and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.

2. STATE RESPONSIBILITIES

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

3. LIMITATION OF LIABILITY

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

5.11 CONTRACTOR PERFORMANCE WARRANTIES

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

1. COTS and Customized Software

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

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

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

2. Custom Software

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

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

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

3. IT Services

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

4. Hardware

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

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

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5.19 AUDIT NOTICE AND DISPUTE RESOLUTION

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

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

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

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

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
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**I HEREBY ACCEPT THE TERMS AND CONDITIONS
OF THIS CONTRACT**

DocuSigned by:


12/23/2020

Signature

Date

Mike Morris

President & CEO

Print Name and Title

xtend Healthcare, LLC

Print Name of Contractor