



## SERVICE AGREEMENT CONTRACT

THIS SERVICE AGREEMENT dated 12/29/2020 between

**RAMAPO COLLEGE OF NEW JERSEY**  
(the "COLLEGE")

and

Visit Healthcare

(the "SERVICE PROVIDER"),

with a business address at 20 S Santa Cruz Ave, Suite 300 Los Gatos, CA 95030.

### **ARTICLE 1** **SCOPE OF SERVICES AND TERM**

#### **1.1 Services.**

- A. The Scope of Services is identified in the SERVICE PROVIDER's Proposal dated 12/7/2020 attached hereto and made a part hereof as Exhibit 1. The Services shall include the following:

COVID-19 testing services on campus as needed, as set forth in RFP # 21-007A.

All pricing is outlined on the Price Sheet and subsequent clarifications in Exhibit "1".

This Contract may be extended up to a period in which the total term of the Contract shall not exceed three (3) years, with no single extension exceeding one (1) year, by mutual written consent of the parties at the same terms, conditions, and pricing at the rates in effect in the initial term of the Contract or rates more favorable to the College.

To the extent there is any conflict or inconsistency between the SERVICE PROVIDER's Proposal and this Agreement, the terms of this Agreement shall control.

- B. SERVICE PROVIDER shall perform its services with the standard of care and skill customarily provided in the performance of such services to the satisfaction of the COLLEGE during the term of this Agreement.

1.2 **Term.** The term of this Agreement shall commence on: 1/4/2021 and terminate on: 5/31/2021 the "Term").

1.3 **Termination for Convenience.** The COLLEGE reserves the right to terminate this Agreement on ten (10) days' written notice to the SERVICE PROVIDER for any reason (the "Termination Date"). In such instance, the SERVICE PROVIDER shall be paid for services performed and accepted by the COLLEGE up to the Termination Date.

## **ARTICLE 2** **COMPENSATION AND PAYMENT**

2.1 **Contract Fee.** The SERVICE PROVIDER agrees to perform all services requested under this Agreement at (please complete based on Proposal):

- (a) a fixed fee of \$ Refer to Price Sheet,
- (b) the per diem rate of \$                     , or
- (c) the hourly rate of \$

for a total contract amount not to exceed \$                      (the "Fee").

2.2 **Reimbursable Expenses.** Check one of the following (A or B)

- ☒ A. The Fee is all inclusive: The Fee includes all costs and expenses of the SERVICE PROVIDER, including mileage, travel time and expenses, meals, lodging accommodations, or equipment rental, or
- ☐ B. Reimbursable Expenses: If applicable, the Fee also shall include the payment of out-of-pocket expenses that the COLLEGE agrees to pay or reimburse as listed below. All reimbursable expense shall be paid at the SERVICE PROVIDER's actual cost with no mark-up. The SERVICE PROVIDER shall submit to the COLLEGE receipts with all reimbursement requests. All travel expenses shall be reimbursed at the reimbursement rates adopted from time to time by the COLLEGE.

Approved reimbursable expenses: (Set out each expense.)

N/A

The amount to be paid under this Agreement shall include the Fee of \$ N/A plus reimbursable expenses of \$ N/A for a total amount shall not- to-exceed \$ N/A. No additional fees shall be paid without the prior written approval of the COLLEGE.

2.3 **Requisition Process.** The SERVICE PROVIDER shall invoice the COLLEGE (check one of the following):

- ☐ A. At completion of services, or
- ☒ B. On a weekly basis, for services performed during the preceding week \*

\*The exception is that the Contractor shall make every effort to go through insurance for testing services, and will bill monthly for the testing cost piece to allow for adequate time for processing through insurance.

Each invoice shall identify the date of and the services performed for which payment is requested. The COLLEGE shall remit payment to the SERVICE PROVIDER within thirty (30) days of approval of the invoice and supporting documentation.

### **ARTICLE 3**

#### **COMPLIANCE WITH STATE AND FEDERAL REGULATIONS**

- 3.1 **Compliance with Applicable Laws.** The SERVICE PROVIDER shall comply with all federal, State and local laws in performing work or services under this Agreement including obtaining all required government permits and approvals and complying with all applicable regulatory requirements. If services under this Agreement are funded through a government grant or contract, the SERVICE PROVIDER will comply with all laws, regulations, standards and rules applicable to such grant or contract, as if they were fully set forth herein.
- 3.2 **Affirmative Action/Anti-Discrimination.** The SERVICE PROVIDER does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey. Further, the SERVICE PROVIDER does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin, sexual orientation or disability. The SERVICE PROVIDER further agrees to comply with all State anti-discrimination laws including those contained in 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 and as set forth in Exhibit 2.
- 3.3 **New Jersey Business Registration.** The SERVICE PROVIDER agrees that he will comply with the provisions of P.L. 2004, c. 57. If payment under the Agreement exceeds \$5,160.00 (15% of the bid threshold of \$34,400), then upon execution of this Agreement the SERVICE PROVIDER shall provide the COLLEGE a Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue, as proof of valid business registration with the State of New Jersey. To register, contact the Division of Revenue at (609) 292-1730 or register online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).
- 3.4 **Disclosure of Political Contributions.** If the payment under the Agreement exceeds \$17,500, the SERVICE PROVIDER shall comply with the provisions of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25 and superseding Executive Order 134 (2004)), including submission to the State of the SERVICE PROVIDER's Certification and Disclosure of Political Contributions. In addition, the SERVICE PROVIDER is under a continuing duty to disclose during the time of this Agreement all contributions made during the term of this Agreement covered under Public Law 2005, Chapter 51. Towards satisfying that duty, the SERVICE PROVIDER shall submit the Continuing Disclosure of Political Contributions when required under Public Law 2005, Chapter 51. Failure to comply with any of the requirements of Public Law 2005, Chapter 51 may result in the termination of this Agreement for the reasons set forth in Public Law 2005, Chapter 51.
- 3.5 **Performance of Contract Services.** SERVICE PROVIDER will comply with the provisions of P.L. 2005, c. 92, which requires that all services under this Agreement or any subcontract awarded under this Agreement be performed within the United States of America.
- 3.6 **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 and services or construction projects, 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, partner's or shareholder's share of the payment of that indebtedness. 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.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established by N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 54:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to P.L. 1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.

#### **ARTICLE 4** **INDEMNIFICATION AND INSURANCE**

- 4.1 **Insurance.** The SERVICE PROVIDER shall secure and maintain in force for the term of the Agreement liability insurance, in the minimum amounts shown below:

<u>Coverage</u>	<u>Minimum Limit</u>
<input checked="" type="checkbox"/> Workers' Compensation	Statutory Limit
<input checked="" type="checkbox"/> General Liability	\$1,000,000 each occurrence / \$3 million general aggregate
<input checked="" type="checkbox"/> Automobile Liability	\$1,000,000 each occurrence
<input checked="" type="checkbox"/> Professional Liability	\$1,000,000 each occurrence

The SERVICE PROVIDER shall provide the COLLEGE with a certificate of insurance evidencing such coverage. The COLLEGE and the State of New Jersey shall be named as additional insureds under the SERVICE PROVIDER's general liability policy and automobile liability policy consistent with the provisions of this section. The SERVICE PROVIDER shall provide the COLLEGE with thirty (30) days written notice of a cancellation of any insurance coverage. Any insurance required by the Agreement shall in no way limit the SERVICE PROVIDER's obligations under this Agreement, and shall not be construed to relieve the SERVICE PROVIDER from liability in excess of such coverage.

- 4.2 **Indemnification.** The SERVICE PROVIDER will indemnify, hold harmless and defend the State of New Jersey and the COLLEGE, and their respective trustees, officers, agents, employees, students, and appointees from any and all suits, claims, losses, damages or injuries of every kind and description actually incurred to persons or property arising out of the performance of this Agreement by the SERVICE PROVIDER, its agents, officers, employees, appointees or sub-consultants. This includes but is not limited to any personal or bodily injury (including death) or property damage and any infringement or misappropriation or alleged infringement or misappropriation of any third-party intellectual property or proprietary rights (including, without limitation, trademark, trade secret, copyright or patent). The obligations in this paragraph shall survive the termination, expiration or rescission of this Agreement.

#### **ARTICLE 5** **MISCELLANEOUS**

- 5.1 **Independent Contractor.** The SERVICE PROVIDER is an independent contractor and shall perform the services hereunder as an independent contractor. Neither party shall be considered



nor hold itself out as an agent of the other, it being acknowledged that neither party has the authority to bind the other.

- 5.2 **Conflict of Interest.** The SERVICE PROVIDER shall comply with the provisions of the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to -28. The SERVICE PROVIDER represents and warrants that there exists no actual, potential or appearance of conflict between the SERVICE PROVIDER and the COLLEGE. The SERVICE PROVIDER further represents and warrants that it has not offered (and will not offer during the Term of this Agreement) any compensation, reward, gift, favor, service, outside employment, reimbursement of expense, loan, ownership interest, or anything else of value, to any Trustee, officer, employee, or faculty member of the COLLEGE as an inducement to enter into this Agreement. The SERVICE PROVIDER shall notify the COLLEGE in writing of any change in conditions that may be an actual or may give the appearance of a conflict of interest.
- 5.3 **Confidentiality of Information.** The SERVICE PROVIDER understands that, in the course of providing the services hereunder, the COLLEGE may disclose to the SERVICE PROVIDER certain sensitive, confidential personnel, proprietary and/or financial information. All such information received, disclosed to, developed or created by the SERVICE PROVIDER in the course of providing services to the COLLEGE shall be confidential and proprietary as to the COLLEGE. Except as specifically authorized by the COLLEGE in writing, information and other data developed or acquired by or furnished to the SERVICE PROVIDER in the performance of this Agreement shall be used only in connection with services provided to the COLLEGE. The SERVICE PROVIDER shall not disclose confidential and proprietary information to any third party in a manner not directly related to the provision of services hereunder, except with the prior written consent of the COLLEGE or where compelled by law. The SERVICE PROVIDER's confidentiality obligations described herein shall survive the termination or expiration of this Agreement. With respect to trade secrets, the obligation shall last for so long as the information is treated as a secret by the COLLEGE.
- 5.4 **Property Rights and Reports.** The SERVICE PROVIDER agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions or improvements developed by SERVICE PROVIDER solely or with others resulting from the performance of this Agreement are the property of the COLLEGE, and the SERVICE PROVIDER hereby knowingly assigns all rights therein to the COLLEGE.
- 5.5 **Work Made for Hire.** The SERVICE PROVIDER agrees that all work and any and all documentation, reports or other products and results of the services to be rendered by SERVICE PROVIDER constitutes work made for hire. All goods and services delivered by the SERVICE PROVIDER and for which the SERVICE PROVIDER receives payment by the COLLEGE shall be the sole and exclusive property of the COLLEGE.
- 5.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between the SERVICE PROVIDER and the COLLEGE relating to the subject matter herein, and supersedes any and all such other agreements and understandings relating to the subject matter herein.
- 5.7 **Amendments.** No change to this Agreement is binding upon the COLLEGE unless it is in writing and signed by an authorized representative of the COLLEGE.
- 5.8 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law provisions. Any and all claims or disputes between the SERVICE PROVIDER and the COLLEGE arising out of or relating to the Agreement, or alleged breach thereof, shall be commenced in the New Jersey

courts located in Bergen County, New Jersey, or the federal courts located in the State of New Jersey. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. This Agreement is subject to the New Jersey Tort Claims Act, N.J.S.A.59:1-1 *et seq.* and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

- 5.9 **Performance.** SERVICE PROVIDER shall deliver the goods and services in strict accordance with the Agreement and SERVICE PROVIDER's proposal. Time is of the essence in the performance of this Agreement. If SERVICE PROVIDER fails to deliver the goods or services in accordance with this Agreement, then the COLLEGE may immediately terminate this Agreement by providing written notice to SERVICE PROVIDER and SERVICE PROVIDER shall indemnify COLLEGE against any losses, claims, damages, and reasonable costs and expenses directly attributable to SERVICE PROVIDER's failure to deliver the goods or services in accordance with this Agreement.
- 5.10 **Assignment.** The SERVICE PROVIDER shall not assign or subcontract in whole or in part any of the goods or services to be furnished under this Agreement or assign any interest in this Agreement, without the prior written consent of the COLLEGE. Any attempted assignment without such prior written permission shall be null and void.
- 5.11 **Use of Name.** The SERVICE PROVIDER shall not use the name, insignia, or symbols of the COLLEGE, or any variations or combination thereof, or the name of any trustees, faculty member, other employee of the COLLEGE for any purpose whatsoever, without the prior written consent of the COLLEGE.
- 5.12 **Severability.** If any material provision herein is held invalid or unenforceable, this Agreement shall be terminated unless the parties agree to a new provision or terms within thirty (30) days.
- 5.13 **Binding Effect.** This Agreement is to be binding upon the COLLEGE, its successor or successors, and upon the SERVICE PROVIDER, its successor or successors.
- 5.14 **Notices.** All notices required under this Agreement shall be in writing and shall be validly and sufficiently served by the COLLEGE upon the SERVICE PROVIDER if addressed and mailed by certified mail to the address set forth in the SERVICE PROVIDER's proposal. Notices from the SERVICE PROVIDER to the COLLEGE shall be addressed and mailed by certified mail to the attention of:

Kirsten Loewrigkeit  
Vice President for Administration and Finance  
Ramapo College of New Jersey  
505 Ramapo Valley Road  
Mahwah, NJ 07430

- 5.15 **Force Majeure.** Notwithstanding any other provision of this Agreement, in the event that the performance of this Agreement is prevented due to force majeure (i.e. acts of God, exchange controls, export or import controls, or any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, blackouts, health epidemic/pandemic or any other cause beyond the reasonable control of a party), it is understood that there shall be no liability and claim for damages by either party.
- 5.16 **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed as creating or giving rise to any right in any third parties or other persons other than the parties hereto. This


Agreement is not a third-party beneficiary contract and confers no rights upon any employees or agents of the parties.

- 5.17 **Electronic/Facsimile Signatures.** The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original signed agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes and no further execution shall be required.
- 5.18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Agreement to be effective.

**IN WITNESS WHEREOF**, the COLLEGE and the SERVICE PROVIDER have caused this Agreement to be executed as of the date set forth above.

**RAMAPO COLLEGE OF NEW JERSEY**

**SERVICE PROVIDER**

  
Authorized Representative

Name: Kirsten Loewrigkeit

Title: Vice President for Administration and Finance

  
Authorized Representative

Name: Olympia Bliss

Title: COO

**EXHIBIT 1**  
**SERVICE PROVIDER'S PROPOSAL**

**ATTACHMENT A - PRICE SHEET**  
**Bid # 21-007A - Onsite COVID-19 Testing Services**

<b>Bidder Name:</b>		<b>VISIT HEALTHCARE</b>					
<b>Instructions:</b>		The Bidder must provide pricing/information in the yellow highlighted cells below for at least one (1) type of test. The Bidder may provide pricing for more than one (1) type of test as long as it meets the RFP requirements. If there is no charge for an item, please indicate "No Charge" or \$0.					
				<b>Test Type 1</b>	<b>Test Type 2</b>	<b>Test Type 3</b>	<b>Test Type 4</b>
<b>Type of Test Being Offered**</b>				PCR	ANTIGEN		
<b>Time from sample collection to test results supplied to the College***</b>				48 hours	15-20 Minutes		
<b>Line No</b>	<b>Description</b>	<b>Weekly Testing Volume****</b>	<b>Unit of Measure</b>	<b>All-Inclusive Price Per Unit*</b>	<b>All-Inclusive Price Per Unit*</b>	<b>All-Inclusive Price Per Unit*</b>	<b>All-Inclusive Price Per Unit*</b>
1	Test Cost	100-149 Tests	Per Test	\$ 90.00	\$ 25.00		
2	Collection fee / any other fees or charges	100-149 Tests	Per Test	\$ 25.00	\$ 25.00		
3	Test Cost	150-199 Tests	Per Test	\$ 90.00	\$ 25.00		
4	Collection fee / any other fees or charges	150-199 Tests	Per Test	\$ 25.00	\$ 25.00		
5	Test Cost	200-249 Tests	Per Test	\$ 90.00	\$ 25.00		
6	Collection fee / any other fees or charges	200-249 Tests	Per Test	\$ 25.00	\$ 25.00		
7	Test Cost	250-299 Tests	Per Test	\$ 90.00	\$ 25.00		
8	Collection fee / any other fees or charges	250-299 Tests	Per Test	\$ 25.00	\$ 25.00		
9	Test Cost	300-399 Tests	Per Test	\$ 80.00	\$ 25.00		
10	Collection fee / any other fees or charges	300-399 Tests	Per Test	\$ 19.00	\$ 19.00		
11	Test Cost	400-499 Tests	Per Test	\$ 80.00	\$ 25.00		
12	Collection fee / any other fees or charges	400-499 Tests	Per Test	\$ 19.00	\$ 19.00		
13	Test Cost	500-749 Tests	Per Test	\$ 80.00	\$ 25.00		
14	Collection fee / any other fees or charges	500-749 Tests	Per Test	\$ 19.00	\$ 19.00		
15	Test Cost	750-999 Tests	Per Test	\$ 80.00	\$ 25.00		
16	Collection fee / any other fees or charges	750-999 Tests	Per Test	\$ 19.00	\$ 19.00		
17	Test Cost	1,000 + Tests	Per Test	\$ 80.00	\$ 25.00		
18	Collection fee / any other fees or charges	1,000 + Tests	Per Test	\$ 19.00	\$ 19.00		

\*All-Inclusive Price as defined in Section 2.0.

\*\* The Bidder should list general testing information within the Price Sheet. The Bidder must include more detailed information on the type(s) of testing being offered in its proposal response. This should include but is not limited to information such as if the test is PCR or Antigen, how the test is administered, the sensitivity and specificity of the test(s), and the expected time to provide results from sample collection.

\*\*\* The Bidder should list the maximum amount of time to provide results from time of sample collection, subject to changing market conditions.

\*\*\*\* The amount of tests in a given week will determine which Price Lines are utilized for that given week. If multiple test types are selected (for example, one (1) PCR test and one (1) Antigen test) and both tests are performed in the same week, the total amount of all tests performed for the College for the week will determine which Price Lines are utilized.



## Shawn Laidlaw

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**From:** Shawn Laidlaw <slaidlaw@ramapo.edu> on behalf of Shawn Laidlaw  
**Sent:** Monday, December 14, 2020 2:07 PM  
**To:** Benjamin Fanger  
**Cc:** emily@visit-healthcare.com; Olympia  
**Subject:** Re: RFP # 21-007A - Ramapo College CV19 Testing - Visit Health

Ben,

It does, thank you for the prompt response.

Regards,

Shawn Laidlaw  
Director of Procurement  
Ramapo College of New Jersey  
505 Ramapo Valley Road  
Mahwah, NJ 07430  
201-684-6836  
Slaidlaw@ramapo.edu

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**From:** Benjamin Fanger <ben@visit-healthcare.com>  
**Sent:** Monday, December 14, 2020 2:05:17 PM  
**To:** Shawn Laidlaw <slaidlaw@ramapo.edu>  
**Cc:** emily@visit-healthcare.com <emily@visit-healthcare.com>; Olympia <olympia@visit-healthcare.com>  
**Subject:** Re: RFP # 21-007A - Ramapo College CV19 Testing - Visit Health

Shawn,

In the case where insurance covers it, the college would only need to pay the collection fee. However, our standard agreement qualifies this that if ultimately an insurance company does not end up covering it, the college would be responsible to pay the lab fee as well. There is some risk that in the future insurance companies stop covering repeat tests of asymptomatic patients in cases like this.

Does this answer your question sufficiently?

Best,

Ben

Sent from my iPhone

On Dec 14, 2020, at 8:49 AM, Shawn Laidlaw <slaidlaw@ramapo.edu> wrote:

Mr. Fanger,

The College is in receipt of Visit Healthcare's proposal submission for RFP # 21-007A - Onsite COVID-19 Testing Services. In response to your price submittal, the College would like your firm to clarify the following: Should a test be performed that is covered through insurance, will there be no cost to the College or will the College be responsible for the collection fee for the test. The College appreciates your interest and looks forward to a response.

Regards,

Shawn Laidlaw  
Director of Procurement  
Ramapo College of New Jersey  
505 Ramapo Valley Road  
Mahwah, NJ 07430  
201-684-6836  
slaidlaw@ramapo.edu



## SIGNATURE PAGE

<b>RFP #:</b>	21-007A
<b>RFP Title:</b>	Onsite COVID-19 Testing Services
<b>Contract Term:</b>	Refer to RFP Section 5.2

Proposals which fail to conform to the following requirements will be subject to rejection:

1. Proposals must be received at or before the public opening time of identified on the RFP Cover Page or later amended by addendum at the following address. Any proposal arriving at the Purchasing Department after the submission due date and time will not be accepted:

**Ramapo College Purchasing Department  
Academic Complex Wing D, Room D-116  
505 Ramapo Valley Road  
Mahwah, NJ 07430**

2. The Bidder must sign this Signature Page; and
3. The Bidder must complete and submit with its Proposal all documents as required in the RFP including any and all Addendum.

BF \_\_\_\_\_ Initial if applicable, the Bidder's acknowledgement of receipt of any addenda. All addenda to this RFP will become part of the RFP and part of any contract awarded as a result of this RFP. Bidder should also list all addenda below:

<b>Addendum Number</b>	<b>Date of Addendum</b>
1	November 25, 2020
_____	_____
_____	_____

By signing and submitting this Offer, the Bidder certifies and confirms that:

1. The Bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in the Request for Proposal (RFP) including any and all Addendum;
2. The Bidder's failure to meet any of the terms and conditions of the Contract as defined in the RFP shall constitute a breach and may result in contract termination;
3. A defaulting Contractor may also be liable, at the option of the College, for the difference between Contract price and the price bid by an alternate Bidder of the goods or services in addition to other remedies available;
4. Proposals shall remain open for acceptance and may not be changed or withdrawn for a period of ninety (90) days after the bid opening date; and
5. By signing and submitting this Offer, the Bidder consents to receipt of any and all documents related to this RFP and the resulting Contractor by electronic medium and the email address provided on this form shall be deemed an appropriate means of communication.

### To Ramapo College of New Jersey:

The undersigned hereby offers and agrees to furnish the goods, products, or services in compliance with all terms of this Contract.

Bidder Name: Visit Healthcare  
Address: 20 S Santa Cruz Ave, Suite 300  
City, State, Zip: Los Gatos, CA 95030  
Authorized Signature: *Benjamin Fanger*  
Printed Name: Benjamin Fanger

Title: CEO  
E-Mail Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
FEIN: \_\_\_\_\_

### **3.0 SCOPE OF WORK**

#### **3.1 GENERAL**

The Contractor shall provide COVID-19 testing services on its campus, located at 505 Ramapo Valley Road, Mahwah, NJ 07430, primarily for sampling/asymptomatic testing. The College anticipates the services may start in January 2021 and that the services may be required on its campus one (1) day a week up to three (3) times a week.

#### **3.2 REQUIREMENTS**

The Contractor shall:

1. Establish a test site on campus including defining the hours and location in coordination with the College. The provider shall set up the test site in a manner to assure protection of staff and patients from potential COVID-19 transmission, including adequate disposal protocol of medical waste. This may include but is not limited to developing appointment and/or queuing procedures and maintaining appropriate personal protective equipment (PPE);
2. Provide COVID-19 testing using approved testing methodologies including but not limited to compliance with all manufacturer guidelines for performing tests. Testing must be FDA authorized. If testing is not collected properly by the Contractor at any time it is responsibility of the Contractor to retest those individuals with no financial obligations to the College;
3. Expected ability to provide results in 72 hours or less from time of sample collection, subject to changing market conditions (please note the College prefers results within 24 – 48 hours from time of sample collection for PCR tests and within six (6) hours for Antigen tests);
  - a. COVID-19 testing for certain Athletic programming may require results within six (6) hours of sample collection and the Contractor shall adhere to that timing should it be required. Under this circumstance the Contractor would utilize Antigen testing.
4. Positive and negative test results shall be provided to the College's designated contacts and positive test results shall be provided to the individual being tested. The Contractor should use a secure portal that adheres to patient privacy and also allows individuals to login to obtain test results;
5. It is the Contractors responsibility to establish an agreement with a laboratory for testing services if non-point-of-care tests are used;
6. Collect data at the point of service and submit reporting as required by the College;
7. Comply with the College's COVID-19 Vendor Guidelines as listed at:  
<https://www.ramapo.edu/purchasing/files/2020/08/Vendor-Covid-19-Guidelines.pdf>;
8. Be flexible regarding testing schedules to accommodate needs of the College. This may include testing on a different weekday in a given week or testing multiple days in a week that align with NCAA or Athletic standards; and
9. Meet with the College's designated contact for managing this program on an as-needed basis to review and discuss the program including but not limited to what is working and what can be improved.

#### **3.3 BILLING**

The Contractor shall make every effort to go through insurance for testing services, participate in the federal COVID-19 Claims Reimbursement Program to obtain reimbursement for testing, and participate in any other existing or new programs where possible.

The College anticipates that for testing services required by the College, the College will cover testing costs if testing services cannot be billed through the student's or accompanying staff's private insurance, in which case the Contractor shall bill the College for those costs. The Contractor shall bill the individual directly should the

College determine to institute optional testing for students and/or staff and determine it will not cover the costs for such testing.



## **5.0 SPECIAL CONTRACUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The Contract awarded as a result of this RFP shall consist of addendum to this RFP, this RFP (including the College's RFP Terms and Conditions), the Contractor's Proposal and the College's written agreement incorporating these documents and signed by the Contractor and the College's Vice President of Administration and Finance. Unless specifically stated in this RFP, the Special Contractual Terms and Conditions of the RFP and addenda take precedence over the Ramapo College RFP Terms and Conditions.

In the event of a conflict between provisions within the Contract documents, the Contract documents shall have the following order of priority: Agreement, RFP Section 5 as may be amended by Addendum, this RFP (including the College's RFP Terms and Conditions) as may be amended by Addendum, and the Contractor's Proposal as accepted by the College.

### **5.2 CONTRACT TERM**

The initial term of this Contract will be to cover the College's Spring 2021 Semester. The College's Spring 2021 Semester is currently set for January 26, 2021 through May 11, 2021 however students may be on campus prior to and after the above referenced dates and as such it is anticipated the initial Contract term will run from January 2021 through May 2021.

The Contract may be extended up to a period in which the total term of the Contract shall not exceed three (3) years, with no single extension exceeding one (1) year, by mutual written consent of the parties at the same terms, conditions, and pricing at the rates in effect in the initial term of the Contract or rates more favorable to the College.

### **5.3 CONTRACT AMENDMENT**

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

### **5.4 CONTRACTOR RESPONSIBILITIES**

The Contractor shall have sole responsibility for the complete effort specified in this Contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any Subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the College may have arising out of the Contractor's performance of this Contract.

### **5.5 SUBCONTRACTING OR ASSIGNMENT**

The Contract may not be subcontracted or assigned by the Contractor in whole or in part without prior written consent of the College.



PURCHASING DEPARTMENT

Academic Complex Wing D D-116  
505 Ramapo Valley Road, Mahwah, NJ 07430-1680  
Phone: 201.684.7496 Fax [REDACTED]  
<http://www.ramapo.edu/purchasing/>

November 25, 2020

To: All Prospective Bidders  
Bid Number: 21-007A  
RFP Name: Onsite COVID-19 Testing Services

**Bid Opening Date: December 7, 2020 at 2:00 P.M.**

**Addendum # 1**

This Addendum is hereby issued for the purpose of amending certain requirements of the bid documents and as noted hereinafter. This Addendum is hereby made part of and incorporated in full force as part of, and as if originally included in the Contract Documents. Unless specifically noted or specified hereinafter, all work shall comply with the applicable provisions of the Contract Documents.

It is the sole responsibility of the Bidder to be knowledgeable of all of the additions, deletions, clarifications and modifications to the RFP relative to this RFP as set forth in all addenda. Bidders should acknowledge receipt of this addendum on the RFP Cover Page.

**Part 1: Answers to Questions**

#	Question (Bolded) and Answer
1	<p><b><u>Question:</u> RFP Section 3.2, requirement 2: Does this mean an inconclusive result coming back from the lab implies that we did not collect the sample correctly and would incur that cost?</b></p> <p><b><u>Answer:</u></b> Yes, if the test comes back as the sample was not adequate, inconclusive or indeterminate it would mean that the sample was collected incorrectly and the contractor would need to repeat the test.</p>
2	<p><b><u>Question:</u> Our tests are not PCR, they are True Point of Care and we do not send our tests out for results, they are determined in 10 minutes on site without any equipment. I just wanted to make sure you are aware before I complete the RFP.</b></p> <p><b><u>Answer:</u></b> As outlined in RFP Section 4.4.3.2, Bidders may submit multiple test options that meet the RFP Requirements. This may include both PCR and Antigen testing options.</p>
3	<p><b><u>Question:</u> Is the RFP only mailed into the College or is there an option to email the completed document?</b></p> <p><b><u>Answer:</u></b> Proposals may be submitted by mail or in person however the College encourages that proposals are submitted by mail due to the COVID-19 pandemic and it is further recommended that mailed proposals be submitted to arrive at minimum of one (1) business day prior to the bid opening date</p>



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#	Question (Bolded) and Answer
	and time to help ensure the Purchasing Department is in receipt prior to the bid opening. It is the responsibility of the Bidder to ensure its proposal reaches the Purchasing Department on time. <u>Please refer to RFP Section 1.3.2 for additional information.</u>
4	<p><b>Question:</b> For proposal submission do you just require one hard copy? I apologize I could not find it in the RFP.</p> <p><b>Answer:</b> Please refer to RFP Section 4.3 which states "The Bidder must submit one (1) complete ORIGINAL Proposal, clearly marked as the "ORIGINAL" Proposal. The Bidder should submit one (1) exact copy on a flash drive. The copies requested are necessary in the evaluation of the Proposal. It is suggested that the Bidder make and retain a copy of its Proposal."</p>
5	<p><b>Question:</b> Our business resides in PA, not New Jersey. I'm trying to confirm if we need to file additional paperwork with the State to continue completing the RFP, or will we be disqualified if we do not?</p> <p><b>Answer:</b> Bidders must comply with all requirements outlined in the RFP. It is suggested Bidders review the RFP in its entirety including the RFP Document Checklist.</p>
6	<p><b>Question:</b> Are you looking for a sole source award or multiple vendors?</p> <p><b>Answer:</b> Please refer to RFP Section 1.1.b which includes "The College intends to award to one Bidder however reserves the right to award Contracts as a result of this RFP to more than one Bidder. The College also reserves the right to award more than one (1) different type of test if it is deemed in its best interest."</p>
7	<p><b>Question:</b> Can vaccinations be added as part of this solicitation?</p> <p><b>Answer:</b> A Bidder may submit information about vaccinations in their proposal response. However, as of right now, vaccinations are not part of the intended scope of this RFP.</p>
8	<p><b>Question:</b> What is the anticipated volume of testing? How many tests per day in how many locations for how many hours?</p> <p><b>Answer:</b> Anticipated volume of testing is variable depending on factors such as does College have Spring 2021 Athletics, how many residential students are living on campus, etc. The RFP was written to allow the College to award a Contract(s) based upon the pricing provided within the Bidders Price Sheet and maintain flexibility on the services needed. The amount of tests in a given week determining which Price Lines and pricing rates are utilized for that given week. For example, if 570 tests are performed in a given</p>



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#	Question (Bolded) and Answer
	week, the contracted rate will be the "Test Cost" and "Collection fee/ any other fees or charges" for the 500-749 tests range. Please refer to the Price Sheet for additional information.
9	<p><b>Question:</b> Is there a specific test required to be used ie nasal swab, etc.</p> <p><b>Answer:</b> A specific test is not specified. As outlined in RFP Section 4.4.3.2, Bidders may submit multiple test options that meet the RFP Requirements. This may include both PCR and Antigen testing options.</p>
10	<p><b>Question:</b> Is there a specific type of staff you are looking for to administer the tests ie. RN, LPN, etc?</p> <p><b>Answer:</b> The Contractor must have the requirements and qualifications for administering the test(s) provided.</p>
11	<p><b>Question:</b> What are the days and hours of testing (ie M-F, etc)?</p> <p><b>Answer:</b> There are no designated days and hours for testing services, however if Winter Athletics move forward, there will need to be specified testing days that align with scheduled competitions. The College will work with the awarded Contractor(s) to determine testing schedules.</p> <p>While Athletics schedules are tentative, here are the current testing dates for NCAA/NJAC basketball:</p> <ul style="list-style-type: none"> <li>• Friday, January 15</li> <li>• Monday, January 18</li> <li>• Wednesday, January 20</li> <li>• Friday, January 22</li> <li>• Monday, January 25</li> <li>• Wednesday, January 27</li> <li>• Friday, January 29</li> <li>• Monday, February 1</li> <li>• Wednesday, February 3</li> <li>• Friday, February 5</li> <li>• Monday, February 8</li> <li>• Wednesday, February 10</li> <li>• Friday, February 12</li> <li>• Monday, February 15</li> <li>• Wednesday, February 17</li> <li>• Friday, February 19</li> </ul>



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#	Question (Bolded) and Answer
	<p>Additionally, teams that qualify for the NJAC Tournament will need anywhere from 3 to 6 additional testing dates depending on how far they advance in the tournament. Those tentative dates are as follows:</p> <ul style="list-style-type: none"> <li>Monday, February 22</li> <li>Wednesday, February 24</li> <li>Friday, February 26</li> <li>Monday, March 1</li> <li>Wednesday, March 3</li> <li>Friday, March 5</li> </ul> <p>The College may also require make-up day/time for those students who miss their window/test scheduled date and the preference for that make-up might be an evening or weekend to accommodate student schedules.</p>
12	<p><b>Question:</b> What is the anticipated date of award? what is anticipated start date of testing?</p> <p><b>Answer:</b> It is anticipated an award will be made in December and testing services will start near the beginning of January 2021.</p>
13	<p><b>Question:</b> Are there any minors that will need to be tested?</p> <p><b>Answer:</b> Testing is anticipated for its College students. The age of students may vary and while most are 18 or older it is possible testing will be required for students under the age of 18.</p>
14	<p><b>Question:</b> How does the university plan to bill insurance- who is responsible for collecting the insurance information?</p> <p><b>Answer:</b> Please refer to RFP Section 3.3 for billing information. The Contractor shall be responsible for collecting insurance information.</p>
15	<p><b>Question:</b> What is the awarded contract length?</p> <p><b>Answer:</b> Please refer to RFP Section 5.2 which outlines "The initial term of this Contract will be to cover the College's Spring 2021 Semester. The College's Spring 2021 Semester is currently set for January 26, 2021 through May 11, 2021 however students may be on campus prior to and after the above referenced dates and as such it is anticipated the initial Contract term will run from January 2021 through May 2021." RFP Section 5.2 also speaks to potential extensions.</p>





# **PURCHASING DEPARTMENT**

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#	Question (Bolded) and Answer
16	<p><b>Question:</b> On page 10, bullet #7 there's a link to the guidelines for COVID-19 vendors. When we click on the link, we get a 404 file not found error. Could you please share that document with us?</p> <p><b>Answer:</b> The College's COVID-19 Vendor Guidelines as listed at <a href="https://www.ramapo.edu/purchasing/files/2020/08/Vendor-Covid-19-Guidelines.pdf">https://www.ramapo.edu/purchasing/files/2020/08/Vendor-Covid-19-Guidelines.pdf</a> are attached to this Addendum.</p>
17	<p><b>Question:</b> Page 10, Section 3.2 requirements #3 - Is the antigen testing just to be utilized for athletes when needing 6 hr TAT?</p> <p><b>Answer:</b> The College has not determined which type or type(s) of testing it plans to proceed with and will review all options provided in Bidder's proposal responses. The College reserves the right to award more than one (1) different type of test if it is deemed in its best interest. As outlined in RFP Section 4.4.3.2, Bidders may submit multiple test options that meet the RFP Requirements, including both PCR and Antigen testing options. Testing requirements for Athletics is highly dependent on NCAA and NJAC guidance. Please refer to Part 2, #1.</p>
18	<p><b>Question:</b> Exhibit A: after page 22 - Do you or can you have a similar tentative testing schedule with an anticipated weekly breakdown for collection and testing for your residential students, commuter students, and Ramapo staff?</p> <p><b>Answer:</b> The College does not have a similar tentative testing schedule at this time. Please refer to the response to Question # 8 for additional information.</p>
19	<p><b>Question:</b> For the athletes being tested is there a specific test that is required by the NCAA?</p> <p><b>Answer:</b> This varies by NCAA classification of sport according to high-risk, medium risk, low risk.</p> <p>Please refer to Part 2, #1, which attaches the "Current NCAA In-Season Competition COVID-19 Testing Recommendations for NJAC Sports" to this Addendum however note that these recommendations may change.</p>
20	<p><b>Question:</b> Are we required to set up the testing sites on campus or will the university provide a location for testing?</p> <p><b>Answer:</b> The College will provide a location on-site for testing to be performed but the Contractor is required to establish a test site on campus including defining the hours and location in coordination with the College. Please refer to RFP Section 3.2.1 for additional information.</p>



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#	Question (Bolded) and Answer
21	<p><b>Question:</b> For the Residential/Commuter Students – do you have an idea of volume or how often you plan to test these students?</p> <p><b>Answer:</b> Please refer to the Question # 8.</p>
22	<p><b>Question:</b> For the staff/faculty – will the testing be weekly? On a percentage basis? What will be the volume of this testing? Is there a specific test required for them?</p> <p><b>Answer:</b> Please refer to the Question # 8. It is not anticipated that staff/faculty testing will occur at the onset of this Contract but it was included in reference in case the College determines it wants to proceed with staff/faculty testing at some point.</p>
23	<p><b>Question:</b> Can you please clarify about the insurance billing and what the payment protocols are for that?</p> <p><b>Answer:</b> Please refer to RFP Section 3.3 for billing information. The Contractor shall be responsible for collecting insurance information.</p>
24	<p><b>Question:</b> Is the test cost the lab fee?</p> <p><b>Answer:</b> The “test cost” is the all-inclusive cost for the test itself. The “collection fee / any other fees or charges” is the all-inclusive cost for any other costs associated. The combination of the “test cost” and the “collection fee / any other fees or charges” is the total cost for the Contractor to perform the services outlined in this RFP.</p>
25	<p><b>Question:</b> Which lab(s) has the college partnered with for COVID testing kits and results processing?</p> <p><b>Answer:</b> The College is looking to partner with a company for COVID-19 testing services under this RFP. As outlined in RFP Section 3.2.5, it is the Contractor’s responsibility to establish an agreement with a laboratory for testing services if nonpoint-of-care tests are used.</p>
26	<p><b>Question:</b> What type of testing (PCR, antigen or both) will be utilized by the district for this program, and how will the district determine which type of test to use?</p> <p><b>Answer:</b> A specific test is not specified. As outlined in RFP Section 4.4.3.2, Bidders may submit multiple test options that meet the RFP Requirements. This may include both PCR and Antigen testing options. The College will determine what type of testing it will proceed with prior to making an award.</p>



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#	Question (Bolded) and Answer
27	<p><b>Question:</b> If utilizing PCR tests, what is the college's expectation for turnaround time on results (24hrs/48/72)?</p> <p><b>Answer:</b> Expected ability to provide results in 72 hours or less from time of sample collection with a preference of results within 24 – 48 hours from time of sample collection for PCR tests, as outlined in RFP Section 3.3.3.</p>
28	<p><b>Question:</b> What is the target population for testing (staff/students/student families/combo)?</p> <p><b>Answer:</b> Please refer to the Question # 8.</p>
29	<p><b>Question:</b> How many tests are needed per day/week?</p> <p><b>Answer:</b> Please refer to the Question # 8.</p>
30	<p><b>Question:</b> How many sites will have testing?</p> <p><b>Answer:</b> It is anticipated that there will be only one testing site on the College's main campus.</p>
31	<p><b>Question:</b> What does a basic schedule for testing look like (hours, days, locations)?</p> <p><b>Answer:</b> Please refer to the Question # 11.</p>
32	<p><b>Question:</b> How long are you expecting this testing program to operate?</p> <p><b>Answer:</b> Please refer to the Question # 15.</p>
33	<p><b>Question:</b> How much lead time will be provided for setting up and staffing collection sites?</p> <p><b>Answer:</b> It is anticipated that there will be only one testing site on the College's main campus and it is anticipated an award will be made in December and testing services will start near the beginning of January 2021.</p>
34	<p><b>Question:</b> What, if any, responsibilities would the specimen collecting vendor have as it relates to managing test results and communication post-COVID testing?</p> <p><b>Answer:</b> Please refer to RFP Section 3.4.2, which states "Positive and negative test results shall be provided to the College's designated contacts and positive test results shall be provided to the individual being tested. The Contractor should use a secure portal that adheres to patient privacy and also allows individuals to login to obtain test results".</p>



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#	Question (Bolded) and Answer
35	<p><b>Question:</b> How will contact tracing be managed by the district post testing?</p> <p><b>Answer:</b> The College is currently managing contract tracing in house in partnership with the State of New Jersey with representatives from various State Agencies, specifically Mahwah Department of Health/Bergen County Department of Health.</p>



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**Part 2: Additions, Deletions, Clarifications and Modifications to the RFP**

#	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	Exhibit D	The "Current NCAA In-Season Competition COVID-19 Testing Recommendations for NJAC Sports" document has been added to this RFP through this addendum; please note that these recommendations may change.

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## COVID-19 INFORMATION FOR COLLEGE CONTRACTOR AND VENDORS

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All Ramapo College of New Jersey (College) contractors and vendors who provide services on campus or in College-owned buildings must comply with New Jersey Department of Health COVID-19 guidelines and the most recent version of Governor Murphy's executive orders regarding essential construction activities during the COVID-19 pandemic. Examples of vendors who provide services include those who work on campus for extended periods of time, including but not limited to, dining services, construction contractors and subcontractors, and cleaning and equipment repair firms.

### Minimally:

- A face covering that complies with NJDOH and/or CDC guidelines must be worn at all times when providing services on campus.
- Social distancing practices must be followed at all times. Activities that do not allow for social distancing must be reviewed and approved by the vendor or contractor's primary College contact.
- Contractors or vendors who provide services must notify, within 24 hours, their primary College contact if an employee reports being tested for COVID-19 or testing positive for COVID-19.
- The contractor must maintain daily project reports which record all visitors, vendors and workers present on site each day. If a contractor's employee is tested or confirmed positive for COVID-19, the contractor shall report to the College the names of all project workers/visitors up to three (3) days prior to the onset of the individual's symptoms.
- If a contractor's or vendor's employee is tested or tests positive for COVID-19, the contractor/vendor is responsible for cleaning and disinfecting renovation/construction spaces and all surfaces that may have been contacted by the individual, including break areas, elevators, stairwells, restrooms. Contractor/vendor must follow CDC guidance for cleaning and disinfection and use products that are effective against preventing the virus that causes COVID-19.
- If a contractor or vendor employee has been tested or tests positive for COVID-19, the ill person's name and contact information must be provided to the College project manager or primary contact. The College's designated contract tracer will interview the ill person to identify College affiliates who may have been in close contact with the ill contractor/vendor employee.

The affected contractor/vendor employee may return to the College's campus upon receipt of clearance from his/her healthcare provider or local health department. Clearance procedures must also comply with all applicable federal, state and/or local requirements. The contractor/vendor should submit documentation to the Ramapo College project manager stating that the employee has been cleared to return to work (by whom) and in accordance with NJDOH requirements. (Please do not submit confidential medical information.)

### Resources

- New Jersey Department of Health: <https://www.nj.gov/health/>
- State of New Jersey Executive Orders:  
[https://nj.gov/infobank/eo/056murphy/approved/eo\\_archive.html](https://nj.gov/infobank/eo/056murphy/approved/eo_archive.html)
- Centers for Disease Control and Prevention  
<https://www.cdc.gov/coronavirus/2019-ncov/community/colleges-universities/index.html>



**EXHIBIT D -**  
**CURRENT NCAA IN-SEASON COMPETITION COVID-19 TESTING**  
**RECOMMENDATIONS FOR NJAC SPORTS**

**LOW CONTACT SPORTS** - (Cross Country, Swimming & Diving, Tennis, Outdoor Track & Field)

- The college / university should just follow the testing plan for all institutional students, meaning no surveillance testing is recommended for student-athletes in low contact risk sports
- Additional testing should also take place for symptomatic and high infection risk individuals as warranted

**MEDIUM CONTACT SPORTS** - (Baseball, Field Hockey, Indoor Track & Field, Soccer, Softball & Women's Lacrosse)

- 25 percent of a team's student-athletes and Tier 1 personnel should be tested once every two weeks by PCR testing

**HIGH CONTACT INDOOR SPORTS** - (Basketball, \*Volleyball)

- All of a team's student-athletes and Tier 1 personnel should be tested three times weekly by either PCR testing or antigen testing on non-consecutive days beginning one week prior to the first competition
- \*Volleyball can be moved to the medium contact sport category if masks are worn during competition.
- The NCAA has deemed that it is safe for volleyball student-athletes to compete while wearing masks.
- The NCAA has stated that it is not safe for basketball student-athletes to compete while wearing masks.

## **EXHIBIT 2**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27-35**

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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: [https://www.state.nj.us/treasury/purchase/forms/AA\\_Supplement.pdf](https://www.state.nj.us/treasury/purchase/forms/AA_Supplement.pdf). The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.



## Request for Proposal # 21-007A

**For: Onsite COVID-19 Testing Services**

Event	Date	Time
<b>RFP Question Cut Off Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	11/20/2020	2:00 PM
<b>Pre-bid Conference / Site Visit</b>	N/A	N/A
<b>Anticipated Post Date for Addendum</b> (To be issued if necessary)	11/25/2020	N/A
<b>Proposal Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	12/7/2020	2:00 PM

Dates are subject to change. All times contained in the RFP refer to Eastern Time.  
All changes will be reflected in Addendum to the RFP posted on the Purchasing website.

RFP Issued By:

Ramapo College of New Jersey  
Purchasing Department  
Academic Complex Wing D, D-116  
505 Ramapo Valley Road, Mahwah, NJ 07430-1680  
Phone: (201) 684-7496 Fax: [REDACTED]  
<http://www.ramapo.edu/purchasing/>

Assigned Purchasing Contact: [REDACTED]  
E-mail [REDACTED]

Date Issued: 11/13/2020

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## 1.0 INFORMATION FOR BIDDERS

### 1.1 PURPOSE AND INTENT

- a. **PURPOSE:** This Request for Proposal (“RFP”) issued by Ramapo College of New Jersey, (the “College”), seeks proposals for COVID-19 testing services on campus, located at 505 Ramapo Valley Road, Mahwah, NJ 07430.
- b. **INTENT:** The intent of this RFP is to award Contract(s) to the responsible Bidder(s) whose proposal(s), conforming to this RFP, is most advantageous to the College, price and other factors considered. The College intends to award to one Bidder however reserves the right to award Contracts as a result of this RFP to more than one Bidder. The College also reserves the right to award more than one (1) different type of test if it is deemed in its best interest. The College reserves the right to separately procure individual requirements that are the subject of the Contract during the Contract term, when deemed to be in the College’s best interest.
- c. **TERMS:** The Ramapo College of New Jersey RFP Terms and Conditions (see attachment marked Terms & Conditions) will apply to all Contracts or purchase agreements made with the College. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

### 1.2 BACKGROUND

- a. **GENERAL:** The College is a public institution of higher education organized under the laws of the State of New Jersey with a current enrollment of approximately 5,800 students and is located in Mahwah, New Jersey. The College is New Jersey’s Public Liberal Arts College, dedicated to providing students a strong foundation for a lifetime of achievement. The College is committed to academic excellence through interdisciplinary and experiential learning, and international and intercultural understanding. Ramapo College emphasizes teaching and individual attention to all students. The College provides a range of academic offerings, from continuing education to undergraduate and graduate-level coursework. More information about the College can be found on the Ramapo College website [www.ramapo.edu](http://www.ramapo.edu).
- b. **PROJECT SPECIFIC:** This is a new procurement for COVID-19 testing services. The College anticipates that it may need on-campus testing services starting in January 2021, primarily for sampling/asymptomatic testing. Please note that there are no implied or guaranteed quantities and needs may vary depending on current conditions and/or what is deemed to be in the best interest of the College. The following outlines the current information for each population:
  - 1. **Athletics:** If the New Jersey Athletic Conference (NJAC) has sports occur in the spring and Ramapo approves Spring 2021 Athletics, the College anticipates testing services for approximately 400 student athletes and accompanying staff. The College estimates that it will need testing services ranging from 200 to approximately 400 individuals on a given week for its athletic programs depending on games in a given week for the different low, medium, and high risk sports. This testing may vary from one (1) time a week up to three (3) times a week depending on the sport, National Collegiate Athletic Association (NCAA) guidance and the type of testing utilized or required per sport (PCR vs. antigen). Please refer to Exhibit A for a current estimate of testing needed for each week for Athletic programming and the frequency of testing days needed each week.
  - 2. **Residential/Commuter Students:** The College currently has approximately 400 residential students with the aspiration of increasing this number to approximately 1,000 for Spring 2021. Additionally, the College currently has about 1,000 students coming to campus for in person classes at various points

in time (not weekly) and this number is currently being discussed for Spring 2021 but is likely to increase. The College is considering all options for COVID-19 testing services for residential/commuter students, including offering as an optional service or mandating testing for residential and/or commuter students. If the College determines to mandate testing for its residential students, it may be for all or a percentage of its residential students on a weekly basis.

3. **Staff/Faculty:** The College may determine to offer testing availability for its faculty and staff and/or commuter students if deemed in its best interest. The College has a staff of approximately 900.

## **1.3 KEY EVENTS**

### **1.3.1 QUESTION AND ANSWER PERIOD**

The Purchasing Department will accept questions and inquiries from all potential Bidders via e-mail, at [slaidlaw@ramapo.edu](mailto:slaidlaw@ramapo.edu). Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact any College personnel directly other than the email addressed listed above, in person, by telephone or by email, concerning this RFP.

The cut-off date for questions and inquiries is indicated on the Cover Sheet of this RFP. In the event that questions are posed by Bidders, answers to such questions will be issued by Addendum. Any Addendum to this RFP will become part of this RFP and part of any Contract awarded as a result of this RFP. Addenda to this RFP, if any, will be posted at <https://www.ramapo.edu/purchasing/bidding-opportunities/> under the link for this RFP after the cut-off date. (See RFP Section 1.4.1 for further information.)

### **1.3.2 SUBMISSION OF PROPOSAL**

In order to be considered, proposals must be received by Purchasing Department of the College before the submission due date and time listed on the Cover Sheet of this RFP. If the submission date has been revised, the new bid opening deadline shall be shown on the posted Addendum. Any proposal not received on time at the location indicated below will be rejected.

Proposals may be submitted by mail or in person. If submitting in person, the Bidder must allow sufficient time for parking and delivery of your submission. Bidders mailing proposals should allow for normal mail delivery time and internal circulation within the College to ensure the timely receipt of their proposals by the Purchasing Department. Please note that all USPS and all private carrier mail, regular and overnight, is delivered to the Ramapo College Mail and Receiving Services and then is distributed across campus by College staff. Ramapo College is not responsible for any delays in the College's mail distribution process. It is the responsibility of the Bidder to ensure its bid reaches the Ramapo College Purchasing Department on time. Proposals shall be sealed and indicate the Bid No. [21-007A] on the envelope.

Sealed proposals are to be submitted to:

- Ramapo College Purchasing Department
- Academic Complex Wing D, Room D-116
- 505 Ramapo Valley Road
- Mahwah, NJ 07430

### **1.3.3 MANDATORY/OPTIONAL SITE VISIT**

Not applicable for this RFP.

### **1.3.4 MANDATORY/OPTIONAL PRE-BID CONFERENCE**

Not applicable for this RFP.

## **1.4 ADDITIONAL INFORMATION**

### **1.4.1 ADDENDA: REVISIONS TO THIS RFP**

In the event that it becomes necessary to revise this RFP, such revision will be by Addendum. Any Addendum to this RFP will become part of this RFP and part of any Contract awarded as a result of this RFP.

There are no designated dates for release of Addenda however 12/1/2020 is earmarked as an estimated date should an Addendum be required. Addenda will be posted on the Purchasing website. Interested Contractors should check the Purchasing website on a daily basis from time of RFP issuance through Proposal submission. It is the sole responsibility of the Bidder to be knowledgeable of addenda issued relating to this RFP.

### **1.4.2 BIDDER RESPONSIBILITY**

The Bidder assumes sole responsibility for the complete effort required in submitting a Proposal in response to this RFP. No special consideration will be given after Proposals are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this RFP.

### **1.4.3 COST LIABILITY**

The College assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Proposal in response to this RFP.

### **1.4.4 CONTENTS OF PROPOSAL**

Subsequent to bid opening, all information submitted by a Bidder in the Proposal is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 *et seq.*, and the common law.

A Bidder may designate specific information in its Proposal as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. The College reserves the right to make the determination and will advise the Bidder accordingly. The location in the Proposal of any such designation should be clearly stated in a cover letter. The College will not honor any attempt by a Bidder either to designate its entire Proposal as proprietary and/or to claim copyright protection for its entire proposal.

By signing this RFP response, the Bidder agrees it shall not designate any price lists and/or catalogs submitted as exempt from public disclosure. The price lists and/or catalogs must be accessible to the College and cooperative purchasing partners and thus have to be made public to allow eligible purchasing entities access to the pricing information.

### **1.4.5 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a Contract award from being made to the Bidder.

#### **1.4.6 BID ERRORS**

A Bidder may request that its Proposal be withdrawn prior to bid opening. Such request must be made, in writing, to the Purchasing Department. If the request is granted, the Bidder may submit a revised Proposal as long as the revised Proposal is received prior to the announced date and time for the opening of Proposals and at the place specified.

If, after the opening of Proposals but before Contract award, a Bidder discovers an error in its Proposal, the Bidder may make written request to the Purchasing Department for authorization to withdraw its Proposal from consideration for award. Evidence of the Bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the Contract resulting from the Proposal would be unconscionable; that the mistake relates to a material feature of the Contract; that the mistake occurred notwithstanding the Bidder's exercise of reasonable care; and that the College will not be significantly prejudiced by granting the withdrawal of the Proposal.

If, during the evaluation of Proposals received, an obvious pricing error made by a potential Contract awardee is found, the Purchasing Department shall issue written notice to the Bidder. The Bidder will have five days after receipt of the notice to confirm its pricing. If the Bidder fails to respond, its Proposal shall be considered withdrawn, and no further consideration shall be given it.

#### **1.4.7 VALIDITY OF BID**

Submitted proposals shall be valid for a period of sixty (60) days to allow for sufficient time for bid evaluation and contract award.

#### **1.4.8 RIGHT TO CANCEL**

The College reserves the right, in its sole discretion, to cancel this RFP without obligation and for any reason, in part or in its entirety.

## 2.0 DEFINITIONS

### 2.1 GENERAL DEFINITIONS

The following definitions will be part of the Contract awarded as result of this RFP:

**Addendum** - Written clarification or revision to this RFP issued by the Purchasing Department. Addendums, if any, will be issued prior to the bid proposal submission date.

**All-Inclusive Price** – A price that is all-inclusive of all direct and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, equipment, materials, supplies, managerial support, documents, forms, travel, delivery, reproductions thereof and any other costs. No additional fees or costs shall be paid by the College unless there is a change in the scope of work.

**Amendment** - A change, alteration, or modification of the terms of the Contract between the Contractor and the College. An amendment is not effective until signed and approved in writing by the College's Vice President of Administration and Finance or their designee.

**Bidder** – An entity submitting a Proposal in response to this RFP.

**Business Day** – Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

**Calendar Day** – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

**College or RCNJ** – Ramapo College of New Jersey

**Contract** – The Contract awarded as a result of this RFP shall consist of Addendum to this RFP, this RFP (including the College's RFP Terms and Conditions), the Contractor's Proposal as accepted by the College and the College's written agreement incorporating these documents and signed by the Contractor and the College's Vice President of Administration and Finance.

**Contractor** - The Bidder awarded a Contract resulting from this RFP.

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

**May or Should** - Denotes that which is permissible, but not mandatory.

**Price Sheet** - The bidding document created by the College and provided as part of this RFP on which the Bidder submits its proposal pricing as is referenced and described in RFP Section 4.4.3.

**Proposal** – Bidder's timely response to the RFP including, but not limited to, technical Proposal, price Proposal, and any other documentation required by the RFP.

**Request for Proposal (RFP)** - This series of documents, which establish the bidding and Contract requirements and solicits bid proposals to meet the purchase needs of the College as identified herein and includes this RFP (including the College's RFP Terms and Conditions) and any Addendum issued to this RFP.

**Shall or Must** - Denotes that which is a mandatory requirement.

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

## **2.2 CONTRACT SPECIFIC DEFINITIONS**

**Antigen** - Immunoassays that detect the presence of a specific viral antigen, which implies current viral infection.

**COVID-19** (or Coronavirus disease 2019) - A highly contagious respiratory disease caused by the SARS-CoV-2 virus.

**FDA** – The United States Food and Drug Administration.

**Polymerase Chain Reaction (PCR)** - A method widely used to rapidly make millions to billions of copies of a specific DNA sample, allowing scientists to take a very small sample of DNA and amplify it to a large enough amount to study in detail.



## **3.0 SCOPE OF WORK**

### **3.1 GENERAL**

The Contractor shall provide COVID-19 testing services on its campus, located at 505 Ramapo Valley Road, Mahwah, NJ 07430, primarily for sampling/asymptomatic testing. The College anticipates the services may start in January 2021 and that the services may be required on its campus one (1) day a week up to three (3) times a week.

### **3.2 REQUIREMENTS**

The Contractor shall:

1. Establish a test site on campus including defining the hours and location in coordination with the College. The provider shall set up the test site in a manner to assure protection of staff and patients from potential COVID-19 transmission, including adequate disposal protocol of medical waste. This may include but is not limited to developing appointment and/or queuing procedures and maintaining appropriate personal protective equipment (PPE);
2. Provide COVID-19 testing using approved testing methodologies including but not limited to compliance with all manufacturer guidelines for performing tests. Testing must be FDA authorized. If testing is not collected properly by the Contractor at any time it is responsibility of the Contractor to retest those individuals with no financial obligations to the College;
3. Expected ability to provide results in 72 hours or less from time of sample collection, subject to changing market conditions (please note the College prefers results within 24 – 48 hours from time of sample collection for PCR tests and within six (6) hours for Antigen tests);
  - a. COVID-19 testing for certain Athletic programming may require results within six (6) hours of sample collection and the Contractor shall adhere to that timing should it be required. Under this circumstance the Contractor would utilize Antigen testing.
4. Positive and negative test results shall be provided to the College's designated contacts and positive test results shall be provided to the individual being tested. The Contractor should use a secure portal that adheres to patient privacy and also allows individuals to login to obtain test results;
5. It is the Contractors responsibility to establish an agreement with a laboratory for testing services if non-point-of-care tests are used;
6. Collect data at the point of service and submit reporting as required by the College;
7. Comply with the College's COVID-19 Vendor Guidelines as listed at:  
<https://www.ramapo.edu/purchasing/files/2020/08/Vendor-Covid-19-Guidelines.pdf>;
8. Be flexible regarding testing schedules to accommodate needs of the College. This may include testing on a different weekday in a given week or testing multiple days in a week that align with NCAA or Athletic standards; and
9. Meet with the College's designated contact for managing this program on an as-needed basis to review and discuss the program including but not limited to what is working and what can be improved.

### **3.3 BILLING**

The Contractor shall make every effort to go through insurance for testing services, participate in the federal COVID-19 Claims Reimbursement Program to obtain reimbursement for testing, and participate in any other existing or new programs where possible.

The College anticipates that for testing services required by the College, the College will cover testing costs if testing services cannot be billed through the student's or accompanying staff's private insurance, in which case the Contractor shall bill the College for those costs. The Contractor shall bill the individual directly should the

College determine to institute optional testing for students and/or staff and determine it will not cover the costs for such testing.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

The Bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's Cover sheet, in preparing and submitting its Proposal. Failure to submit information as indicated below may result in your Proposal being deemed non-responsive.

### **4.2 PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a Proposal must arrive at Purchasing Department in accordance with the instructions on the RFP's Cover sheet. The exterior of all bid proposal envelopes/package should be labeled with the RFP number, title, the final bid opening date and time, and the Bidder's name and address. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of Proposals. Late Proposals are ineligible for consideration.

### **4.3 NUMBER OF PROPOSAL COPIES**

The Bidder must submit one (1) complete ORIGINAL Proposal, clearly marked as the "ORIGINAL" Proposal. The Bidder should submit **one (1) exact copy on a flash drive**. The copies requested are necessary in the evaluation of the Proposal. It is suggested that the Bidder make and retain a copy of its Proposal.

### **4.4 PROPOSAL CONTENT**

#### **4.4.1 FORMS THAT MUST BE SUBMITTED WITH PROPOSAL**

##### **4.4.1.1 SIGNATURE PAGE**

The Bidder shall complete and submit the Signature Page. The Signature Page shall be signed by an authorized representative of the Bidder. If the Bidder is a limited partnership, the Signature Page must be signed by a general partner. If the Bidder is a joint venture, the Signature Page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the Proposal. See the attachment titled Signature Page.

##### **4.4.1.2 OWNERSHIP DISCLOSURE CERTIFICATION**

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must complete an Ownership Disclosure Form. A current completed Ownership Disclosure Form must accompany the Proposal. If the Bidder is a joint venture, an Ownership Disclosure Form must be completed and submitted by each party to the joint venture. Failure to comply will result in rejection of the Proposal. See the attachment by this name. See the attachment titled Ownership Disclosure.

##### **4.4.1.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

The Bidder must certify on this form, pursuant to Public Law 2012, c.25, that neither the Bidder nor any of the Bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran. See the attachment titled Disclosure of Investment Activities in Iran Form.

##### **4.4.1.4 NON-COLLUSION AFFIDAVIT**

The Bidder shall complete and submit with the proposal the Non-Collusion Affidavit. See the attachment titled Non-Collusion Affidavit.

#### **4.4.1.5 CONFLICTS OF INTEREST**

The Treasurer has established a business ethics guide to be followed by Bidders/Contractors in its dealings with the State. The guide can be found at: <https://www.state.nj.us/treasury/purchase/ethics.shtml>. The Bidder shall complete and submit with the proposal the Conflicts of Interest form. See the attachments titled Conflicts of Interest and Executive Order 34 and 189.

#### **4.4.1.6 BID SECURITY**

Not applicable for this RFP.

#### **4.4.1.7 PUBLIC WORKS CONTRACTOR REGISTRATION**

Not applicable for this RFP.

### **4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE PROPOSAL**

#### **4.4.2.1 BUSINESS REGISTRATION CERTIFICATE**

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of Treasury, Division of Revenue prior to the award of a Contract. To facilitate the proposal evaluation and Contract award process, the Bidder should submit a copy of its valid BRC and those of any named Subcontractors with its proposal.

Any Bidder, inclusive of any named Subcontractors, not having a valid business registration at the time of the bid opening, or whose BRC was revoked prior to the submission of the Proposal, should proceed immediately to register its business or seek reinstatement of a revoked BRC. The Bidder and its named Subcontractors may register with the Division of Revenue and Enterprise Services, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>. See the RFP attachment titled Business Registration.

#### **4.4.2.2 IRS W-9 FORM**

The Bidder should complete and submit the latest version of the IRS W-9 form.

#### **4.4.2.3 MACBRIDE PRINCIPLES CERTIFICATION**

The bidder is required to complete the MacBride Principles Certification evidencing compliance with the MacBride Principles. See the RFP attachment titled MacBride Principles form.

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

The Bidder should provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The Bidder shall use the Disclosure of Investigations and Actions Involving Bidder form for this purpose.

#### 4.4.2.5 SOURCE DISCLOSURE CERTIFICATION

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of Contract, the Bidder is required to submit a completed source disclosure form, disclosing the location by country where services under the Contract, including subcontracted services, will be performed. This statute requires that the services shall be performed within the United States. The Bidder's inclusion of the completed Services Source Disclosure Form with the proposal is requested and advised.

#### 4.4.2.6 COOPERATIVE PURCHASING

The Bidder should complete the Cooperative Purchasing Form indicating willingness or unwillingness to extend Contract pricing and terms to other State Colleges and Universities in New Jersey. See the RFP attachment titled Cooperative Purchasing.

#### 4.4.3 PRICE SHEET

The Bidder must submit its pricing using the format set forth in the Price Sheet attached hereto as Attachment A. The Bidder shall provide an All-Inclusive Price as defined in RFP Section 2.0. Failure to submit all information required will result in the proposal being considered non-responsive. The following shall also apply to the pricing:

1. Each Bidder is required to hold its prices firm through issuance of Contract.
2. Bidders may submit multiple test options that meet the RFP Requirements. This may include both PCR and Antigen testing options.
3. The Bidder shall provide information on the type(s) of testing offered as outlined in RFP Section 4.4.4.5 below.
4. No additional fees or costs shall be paid by the College unless there is a change in the scope of work.

#### 4.4.4 SUBMITTALS

In order to be considered, Bidders must submit a complete response to this RFP. Complete responses must include all information requested in this RFP and address all requirements listed in this document. The following are additional submittals that are required:

1. **Response to Section 3.0 – Scope of Work** – The Bidder must provide a written response to Section of 3.0 Scope of Work stating that their proposed solution meets the requirements set forth in that section.
2. **Summary Information Sheet** – The Bidder must complete with its proposal. This sheet includes information such as number of years the firm has been in operation and experience providing services similar to or relevant to those under this RFP.
3. **Information on Type(s) of Testing Offered** – The Bidder must include information on the type(s) of testing being offered in its proposal response. This should include but is not limited to information such as if the test is PCR or Antigen, how the test is administered, the sensitivity and specificity of the test(s), and the expected time to provide results from sample collection.
4. **Testing Minimums** – The Bidder should state any required minimums or notice requirements to the extent the College's needs change (higher or lower numbers of tests).
5. **Flexibility of Scheduling** – The Bidder should state its ability to provide flexibility in providing testing services. Please include your firm's ability to test on multiple days, a different day on a given week, amount of time needed to adjust its schedule, etc.
6. **Portal to Obtain Test Results** – The Bidder should state its ability to use a secure portal that adheres to patient privacy where individuals can login to obtain results directly;

## **5.0 SPECIAL CONTRACUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The Contract awarded as a result of this RFP shall consist of addendum to this RFP, this RFP (including the College's RFP Terms and Conditions), the Contractor's Proposal and the College's written agreement incorporating these documents and signed by the Contractor and the College's Vice President of Administration and Finance. Unless specifically stated in this RFP, the Special Contractual Terms and Conditions of the RFP and addenda take precedence over the Ramapo College RFP Terms and Conditions.

In the event of a conflict between provisions within the Contract documents, the Contract documents shall have the following order of priority: Agreement, RFP Section 5 as may be amended by Addendum, this RFP (including the College's RFP Terms and Conditions) as may be amended by Addendum, and the Contractor's Proposal as accepted by the College.

### **5.2 CONTRACT TERM**

The initial term of this Contract will be to cover the College's Spring 2021 Semester. The College's Spring 2021 Semester is currently set for January 26, 2021 through May 11, 2021 however students may be on campus prior to and after the above referenced dates and as such it is anticipated the initial Contract term will run from January 2021 through May 2021.

The Contract may be extended up to a period in which the total term of the Contract shall not exceed three (3) years, with no single extension exceeding one (1) year, by mutual written consent of the parties at the same terms, conditions, and pricing at the rates in effect in the initial term of the Contract or rates more favorable to the College.

### **5.3 CONTRACT AMENDMENT**

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

### **5.4 CONTRACTOR RESPONSIBILITIES**

The Contractor shall have sole responsibility for the complete effort specified in this Contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any Subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the College may have arising out of the Contractor's performance of this Contract.

### **5.5 SUBCONTRACTING OR ASSIGNMENT**

The Contract may not be subcontracted or assigned by the Contractor in whole or in part without prior written consent of the College.



## **5.6 CLAIMS AND REMEDIES**

### **5.6.1 CLAIMS**

All claims asserted against the College 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.

### **5.6.2 REMEDIES**

Nothing in this Contract shall be construed to be a waiver by the College 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 College.

### **5.6.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

In the event that the Contractor fails to comply with any material Contract requirements, the College shall notify the Contractor of such failure or default and demand that the same be remedied within a specific period of time. In the event of the failure of the Contractor to remedy the same within said period, the College may take steps to terminate the Contract and 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 College by the defaulting Contractor, or take any other action or seek any other remedies available at law or in equity.

## **5.7 TERMINATION**

The College reserves the right to terminate this Agreement on ten (10) days' notice to the Contractor for any reason (the "Termination Date"). In such instance, the Contractor shall be paid for services performed and accepted by the College up to the Termination Date.

## **5.8 INDEMNIFICATION**

Refer to Section 2.2 of the College's RFP Terms & Conditions issued with this RFP.

## **5.9 INSURANCE CERTIFICATES**

The Bidder recommended for Contract award shall provide the College with current certificates of insurance and shall maintain in force for the term of the Contract. See Section 2.3 of the College's RFP Terms & Conditions issued with this RFP for the specific insurance requirements. Section 2.3 of the College's RFP Terms & Conditions regarding insurance is modified to revise the limits and/or add additional insurance types as follows:

- a. **Modified Limits - Commercial General Liability Insurance.** The minimum limit of liability shall be \$1,000,000 per occurrence (combined single limit for bodily injury and property damage)/\$3,000,000 aggregate, including products/completed operations and Contractual liability insurance. The certificate must name Ramapo College of New Jersey as an additional insured.
- b. **Additional Insurance Type - Professional Liability Insurance:** The policy shall include 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 \$1,000,000 and in such policy forms as shall be approved by the College. 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.

- c. **No Modifications from T&C Section 2.3 - Comprehensive Automobile Liability Insurance.** The policy shall cover owned, non-owned, hired, leased and rented vehicles with minimum limits of liability in the amount of \$1,000,000 per accident as a combined single limit for bodily injury and property damage. The certificate must name Ramapo College of New Jersey as an additional insured.
- d. **No Modifications from T&C Section 2.3 - Workers Compensation and Employer's Liability Insurance.** This insurance shall include Employer's' Liability Protection with a limit of liability not less than \$1,000,000 per accident/\$1,000,000 per disease for each employee/\$1,000,000 aggregate per disease. Worker's Compensation and Employer's Liability insurance shall be provided in accordance with the requirements of the laws of New Jersey.

## **5.10 COLLEGE'S OPTION TO REDUCE SCOPE OF WORK**

The College has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such event, the College shall provide advance written notice to the Contractor.

## **5.11 ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

The Contractor shall not begin performing any additional work or special projects without first obtaining written approval from the College.

In the event of additional work and/or special projects, the Contractor must present a written proposal to perform the additional work to the College. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base Contract work must be clearly established by the Contractor in its proposal.

The Contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the Contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed all-inclusive price to perform the required work. The firm fixed all-inclusive price should specifically reference and be tied directly to costs submitted by the Contractor in its original proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

No additional work and/or special project may commence without the College's written approval. In the event the Contractor proceeds with additional work and/or special projects without the College's written approval, it shall be at the Contractor's sole risk.

## **5.12 AVAILABILITY OF FUNDS**

The College's obligations hereunder is contingent upon the availability of appropriated funds which payment for Contract purposes can be made. No legal liability on the part of the College for payment of any money shall arise unless and until funds are made available for each fiscal year.

## **5.13 SET-OFF FOR STATE TAX**

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.

## **5.14 OWNERSHIP OF MATERIALS**

Ownership of all data, material, and documentation originated and prepared for the College pursuant to this RFP and ensuing Contract shall be and remain the property of the College.

## **5.15 CONFIDENTIALITY OF INFORMATION**

All financial, statistical, personnel, customer and/or technical data supplied by the College to the Contractor are confidential. The Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the College that is deemed confidential. Any use, sale, or offering of this data in any form by the, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract and may result in Contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution. The Contractor shall assume total financial liability incurred by the Contractor associated with any breach of confidentiality.

## **5.16 DIANE B. ALLEN EQUAL PAY ACT**

Please be advised that in accordance with P.L. 2018, c. 9, also known as the Diane B. Allen Equal Pay Act, which was signed in to law by Governor Phil Murphy on April 24, 2018, 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>.

## **5.17 MAINTENANCE OF RECORDS**

The Contractor shall maintain all documentation related to products, transactions or services under 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 New Jersey Office of the State Comptroller, upon request.

## **6.0 PROPOSAL EVALUATION**

### **6.1 RIGHT TO WAIVE**

The College reserves the right to waive minor irregularities or omissions in a Proposal. The College also reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the College's interests associated with the procurement.

### **6.2 RIGHT OF FINAL PROPOSAL ACCEPTANCE**

The College 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 College to do so.

### **6.3 PROPOSAL EVALUATION COMMITTEE**

Proposals may be evaluated by Evaluation Committee composed of members of the College Unit/Department responsible for managing the service, the College's Purchasing Department, other College employees, and/or others as determined by the College.

### **6.4 EVALUATION CRITERIA**

The Contract shall be awarded to the responsive and responsible Bidder(s) whose Proposal(s), conforming to the requirements of this Request for Proposal, are most advantageous to the College, price and other factors considered.

#### **6.4.1 TECHNICAL EVALUATION CRITERIA**

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

- a. 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.
- b. 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.

#### **6.4.2 PRICE EVALUATION**

For evaluation purposes, Bidders will be ranked according to the pricing provided on the Attachment A -Price Sheet accompanying this RFP.

### **6.5 ORAL PRESENTATION, CLARIFICATION OF PROPOSAL.**

After the submission of Proposals, unless requested by the College as noted below, Bidder contact with the College is still not permitted.

The Bidder may be required to give an oral presentation to the College concerning its Proposal. The College may also require the Bidder to submit written responses to questions regarding its Proposal.

The purpose of such communication with the Bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the Bidder to clarify or elaborate on its Proposal. Original Proposals submitted,

however, cannot be supplemented, changed, or corrected in any way. No comments regarding other Proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the College's discretion whether to require the Bidder to give an oral presentation or require the Bidder to submit written responses to questions regarding its Proposal. Action by the College in this regard should not be construed to imply acceptance or rejection of a Proposal. The Purchasing Department is the sole point of contact regarding any request for an oral presentation or clarification.

## **6.6 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 corrected sum of the column of figures.

## **7.0 CONTRACT AWARD**

### **7.1 DOCUMENTS/APPROVALS REQUIRED BEFORE CONTRACT AWARD FINALIZATION**

#### **7.1.1 AFFIRMATIVE ACTION**

The Bidder recommended for Contract award is required to submit a copy of its Certificate of Employee Information or a copy of Federal Letter of Approval, verifying that the Bidder is operating under a federally approved or sanctioned Affirmative Action program. If the Bidder has neither document of Affirmative Action evidence, then the Bidder must complete an Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a College Contract. See the RFP attachment titled Affirmative Action.

#### **7.1.2 POLITICAL CONTRIBUTION DISCLOSURE REQUIREMENTS**

- a. The College may not enter into a Contract to procure from any Contractor services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if the Contractor has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods.
- b. Prior to awarding the Contract to a Bidder, the Bidder proposed as the intended awardee of the Contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Bidder and reporting all contributions the Bidder made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.C.A. 19:25-1.7.
- c. Further, the intended awardee is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made.
- d. The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the Contract, by the Contractor. If the State Treasurer determines that any contribution or action by the Contractor constitutes a breach of Contract that poses a conflict of interest in the awarding of the Contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such Contract.

See the RFP attachment titled Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form.

### **7.2 FINAL CONTRACT AWARD**

Contract award(s) will be made with reasonable promptness by written notice to that responsible Bidder(s), whose Proposal(s), conforming to this RFP, is(are) most advantageous to the College, price, and other factors considered. Any or all Proposals may be rejected when the College determines that it is in the best interest of the College to do so.

### **7.3 INSURANCE CERTIFICATES**

The Contractor shall provide the College with current certificates of insurance for all coverages required by the terms of this Contract, naming the College as an Additional Insured. See Section 2.3 of the College's RFP Terms & Conditions accompanying this RFP as well as RFP Section 5.10.

### **7.4 PERFORMANCE SECURITY**

Not applicable for this RFP.

### **7.5 AUDIT**

The College reserves the right to request from the Contractor during the term of the agreement copies of the Contractor's documentation and or information reports related to the performance of the Contract. The requests could include, but are not limited to, copies of licenses or permits, reporting of invoiced data, copies of call reports.



## Exhibit A - Athletics COVID Weekly Testing

### Assumptions:

- \*# of times per/wk for medium risk depends on which test
- \*Does not include NCAA or practices inside due to bad weather
- \*No testing low risk sports (Swim, Tennis, Track)
- \*Tests include SA and staff

Week of	Team	Est. Range Total Number of tests	Notes
1/4-11/10	Athletics- Initial	100	M Basketball/W Basketball/Staff
1/11-1/17	Athletics-Initial	125	M/W Swim/ W Volleyball
1/18-1/24	Athletics-Initial	175	All other sports
1/18-1/24	M Basketball	105	Basketball 3x/wk- High Risk
	W Basketball	99	Basketball 3x/wk- High Risk
	<b>Total:</b>	<b>204</b>	
1/25-1/31	M Basketball	105	3x/wk
	W Basketball	99	3x/wk
	<b>Total:</b>	<b>204</b>	
2/1-2/7	M Basketball	105	3x/wk
	W Basketball	99	3x/wk
	<b>Total:</b>	<b>204</b>	
2/8-2/14	M Basketball	105	3x/wk
	W Basketball	99	3x/wk
	<b>Total:</b>	<b>204</b>	
2/15-2/21	M Basketball	105	3x/wk
	W Basketball	99	3x/wk
	<b>Total:</b>	<b>204</b>	
2/22-2/28	M Basketball	105	3x/wk
	W Basketball	99	3x/wk
	W Volleyball	99	3x/wk High Risk
	<b>Total:</b>	<b>303</b>	
2/29-3/6	W Volleyball	99	3x/wk
		*Possible NCAA M & W Basketball	
	<b>Total:</b>	<b>99</b>	
3/7-3/13	W Volleyball	99	3x/wk
	M Soccer	47-141	1x/wk or 3x/wk
	W Soccer	41-123	1x/wk or 3x/wk
	<b>Total:</b>	<b>187-363</b>	Range
3/14-3/20	W Volleyball	99	3x/wk
	M Soccer	47-141	1x/wk or 3x/wk
	W Soccer	41-123	1x/wk or 3x/wk
	Field Hockey	38-114	1x/wk or 3x/wk
	<b>Total:</b>	<b>225-477</b>	Range

3/21-3/27	W Volleyball	99	3x/wk
	Field Hockey	38-114	1x/wk or 3x/wk
	M Soccer	47-141	1x/wk or 3x/wk
	W Soccer	41-123	1x/wk or 3x/wk
	M Cross Country	35-105	1x/wk or 3x/wk
	W Cross Country	35-105	1x/wk or 3x/wk
	<b>Total:</b>	<b>295-687</b>	Range
3/28-4/4	W Volleyball	99	3x/wk
	Field Hockey	38-114	1x/wk or 3x/wk
	M Soccer	47-141	1x/wk or 3x/wk
	W Soccer	41-123	1x/wk or 3x/wk
	Lax	36-108	1x/wk or 3x/wk
	Baseball	48-144	1x/wk or 3x/wk
	Softball	35-105	1x/wk or 3x/wk
	M Volleyball	99	3x/wk
	<b>Total:</b>	<b>443-933</b>	Range
4/5-4/11	M Soccer	47-141	1x/wk or 3x/wk
	W Soccer	41-123	1x/wk or 3x/wk
	Field Hockey	38-114	1x/wk or 3x/wk
	Lax	36-108	1x/wk or 3x/wk
	Baseball	48-144	1x/wk or 3x/wk
	Softball	35-105	1x/wk or 3x/wk
	M Volleyball	99	3x/wk
	<b>Total:</b>	<b>344-834</b>	Range
4/12-4/18	Field Hockey	38-114	1x/wk or 3x/wk
	Lax	36-108	1x/wk or 3x/wk
	Baseball	48-144	1x/wk or 3x/wk
	Softball	35-105	1x/wk or 3x/wk
	M Volleyball	99	3x/wk
	<b>Total:</b>	<b>256-570</b>	Range
4/19-4/25	Lax	36-108	1x/wk or 3x/wk
	Baseball	48-144	1x/wk or 3x/wk
	Softball	35-105	1x/wk or 3x/wk
	M Volleyball	99	3x/wk
	<b>Total:</b>	<b>218-456</b>	Range
4/26-5/2	Lax	36-108	1x/wk or 3x/wk
	Baseball	48-144	1x/wk or 3x/wk
	Softball	35-105	1x/wk or 3x/wk
	M Volleyball	99	3x/wk
	<b>Total:</b>	<b>218-456</b>	Range
5/3-5/9	Baseball	48-144	1x/wk or 3x/wk
	Softball	35-105	1x/wk or 3x/wk
	<b>Total:</b>	<b>83-249</b>	Range
<b>Total Est. Range of tests:</b>		<b>4,091-6,847</b>	

# NOTICE OF EXECUTIVE ORDER 166 REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS

Principal State departments, agencies and independent State authorities must include the following notice in any solicitation:

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

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

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

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

## RIDER RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth below apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317. These provisions only apply if Federal funds are expenses as part of the purchase or contract.

### I. 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 Rider 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 Rider, 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.

## II. 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.

### III. 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.

IV. 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.

V. 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.

VI. 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).

VII. 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.

VIII. 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.



# RAMAPO COLLEGE OF NEW JERSEY

## RFP DOCUMENT CHECKLIST

**BID SOLICITATION #:** 21-007A

**BID SOLICITATION TITLE:** Onsite COVID-19 Testing Services

**THIS CHECKLIST WAS CREATED AS A GUIDE TO ASSIST BIDDERS IN PREPARING A COMPLETE AND RESPONSIVE PROPOSAL. THIS CHECKLIST MAY NOT IDENTIFY ALL OF THE DOCUMENTS, FORMS OR OTHER INFORMATION REQUIRED. IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT ALL REQUIREMENTS OF THE RFP HAVE BEEN MET.**

<b>FORMS, REGISTRATIONS, CERTIFICATIONS, AND OTHER SUBMITTALS THAT <u>MUST</u> BE SUBMITTED BY THE VENDOR WITH THE PROPOSAL</b>		
<b>Required with Submission of Proposal (If Marked "X")</b>	<b>Submittal</b>	<b>Initial Each Item Submitted with Bid (Bidder's Initials)</b>
x	Signature Page (RFP Section 4.4.1.1)	
x	Ownership Disclosure Form (RFP Section 4.4.1.2)	
x	Disclosure of Investment Activities in Iran (RFP Section 4.4.1.3)	
x	Non-Collusion Affidavit (RFP Section 4.4.1.4)	
x	Conflicts of Interest (RFP Section 4.4.1.5)	
x	Price Sheet – Attachment A (RFP Section 4.4.3)	
x	Submittals as outlined in RFP Section 4.4.4. Refer to RFP Section 4.4.4 for additional information.	

<b>FORMS, REGISTRATIONS, CERTIFICATIONS, AND OTHER SUBMITTALS THAT <u>SHOULD</u> BE SUBMITTED BY THE VENDOR WITH THE PROPOSAL. THESE FORMS <u>MUST</u> BE SUBMITTED PRIOR TO THE ISSUANCE OF CONTRACT</b>		
<b>Required with Submission of Proposal (If Marked "X")</b>	<b>Submittal</b>	<b>Initial Each Item Submitted with Bid (Bidder's Initials)</b>
x	Business Registration Certificate (RFP Section 4.4.2.1)	
x	IRS W-9 Form (RFP Section 4.4.2.2)	
x	MacBride Principles Certification (RFP Section 4.4.2.3)	
x	Disclosure of Investigations and Other Actions Involving Bidder Form (RFP Section 4.4.2.4)	
x	Source Disclosure Certification (RFP Section 4.4.2.5)	
x	Cooperative Purchasing Form (RFP Section 4.4.2.6)	
x	Affirmative Action Compliance (RFP Section 7.1.1)	
x	Political Contributions Disclosure Requirements (RFP Section 7.1.2)	
x	Certificate of Insurance (RFP Section 7.3)	



## SIGNATURE PAGE

<b>RFP #:</b>	21-007A
<b>RFP Title:</b>	Onsite COVID-19 Testing Services
<b>Contract Term:</b>	Refer to RFP Section 5.2

Proposals which fail to conform to the following requirements will be subject to rejection:

1. Proposals must be received at or before the public opening time of identified on the RFP Cover Page or later amended by addendum at the following address. Any proposal arriving at the Purchasing Department after the submission due date and time will not be accepted:

**Ramapo College Purchasing Department  
Academic Complex Wing D, Room D-116  
505 Ramapo Valley Road  
Mahwah, NJ 07430**

2. The Bidder must sign this Signature Page; and
3. The Bidder must complete and submit with its Proposal all documents as required in the RFP including any and all Addendum.

\_\_\_\_\_ **Initial if applicable, the Bidder's acknowledgement of receipt of any addenda. All addenda to this RFP will become part of the RFP and part of any contract awarded as a result of this RFP. Bidder should also list all addenda below:**

**Addendum Number**

**Date of Addendum**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**By signing and submitting this Offer, the Bidder certifies and confirms that:**

1. The Bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in the Request for Proposal (RFP) including any and all Addendum;
2. The Bidder's failure to meet any of the terms and conditions of the Contract as defined in the RFP shall constitute a breach and may result in contract termination;
3. A defaulting Contractor may also be liable, at the option of the College, for the difference between Contract price and the price bid by an alternate Bidder of the goods or services in addition to other remedies available;
4. Proposals shall remain open for acceptance and may not be changed or withdrawn for a period of ninety (90) days after the bid opening date; and
5. By signing and submitting this Offer, the Bidder consents to receipt of any and all documents related to this RFP and the resulting Contractor by electronic medium and the email address provided on this form shall be deemed an appropriate means of communication.

**To Ramapo College of New Jersey:**

The undersigned hereby offers and agrees to furnish the goods, products, or services in compliance with all terms of this Contract.

Bidder Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
FEIN: \_\_\_\_\_

## SUMMARY INFORMATION SHEET

FIRM NAME: _____
1. NUMBER OF YEARS FIRM HAS BEEN IN OPERATION: _____
2. CONTACT/LOCATION OF THE RESPONDENT'S OFFICE THAT WILL BE RESPONSIBLE FOR MANAGING THIS CONTRACT: NAME: _____ TITLE: _____ ADDRESS: _____ _____ PHONE: _____ CELL PHONE: _____ EMAIL: _____
3. NAME(S) AND TELEPHONE NUMBER(S) OF MANAGEMENT PERSONNEL TO BE CONTACTED IF PROBLEMS OR EMERGENCIES OCCUR: _____ _____
<b>CURRENT CONTRACTS</b> 4. PLEASE LIST THE NEW JERSEY AGENCIES, US GOVERNMENTAL AGENCIES, PUBLIC AND PRIVATE COLLEGES AND UNIVERSITIES NOW UNDER CONTRACT WITH THE RESPONDENT FIRM: _____ _____ _____
5. PLEASE LIST REFERENCES WHERE SIMILAR TYPE SERVICES WERE PROVIDED. PROVIDE THE NAME, TITLE, AND TELEPHONE NUMBER OF AN INDIVIDUAL AT EACH REFERENCE SITE WHO CAN PROVIDE AN INDEPENDENT ASSESSMENT OF THE PROPOSER'S PERFORMANCE:  COMPANY NAME: _____ NAME/TITLE: _____ TEL.#: _____ EMAIL #: _____  COMPANY NAME: _____ NAME/TITLE: _____ TEL.#: _____ EMAIL #: _____  COMPANY NAME: _____ NAME/TITLE: _____ TEL.#: _____ EMAIL #: _____
6. PLEASE LIST CONTRACTS THE RESPONDENT HAS HAD TERMINATED DURING THE LAST THREE YEARS WITH THE REASON THE CONTRACT WAS TERMINATED FOR EACH JOB. IF NONE, INDICATE SO:  TERMINATED CONTRACT: _____  TERMINATED CONTRACT: _____  TERMINATED CONTRACT: _____



PURCHASING DEPARTMENT

Academic Complex Wing D D-116  
505 Ramapo Valley Road, Mahwah, NJ 07430-1680  
Phone: 201.684.7496 Fax: [REDACTED]  
<http://www.ramapo.edu/purchasing/>

**COOPERATIVE PURCHASING**

BID SOLICITATION #: 21-007A - Onsite COVID-19 Testing Services

BIDDER: \_\_\_\_\_

**A.** Will you extend contract prices to other State Colleges and Universities in New Jersey?

(See the list below.)

Yes ☐ No ☐

Kean University  
Montclair State University  
New Jersey City University  
New Jersey Institute of Technology  
Ramapo College of New Jersey  
Rowan University  
Rutgers, The State University of New Jersey  
Stockton University  
The College of New Jersey  
Thomas Edison State College  
William Paterson University of New Jersey

**B.** Ramapo College of New Jersey is a member of the New Jersey Higher Education Purchasing Association (NJHEPA), whose members include the four year public colleges and universities listed above as well as private institutions listed below. Will you extend contract prices to the association?

Yes ☐ No ☐

Monmouth University  
Princeton University  
Rider University  
Seton Hall University

Each College/University shall be responsible for issuing purchase orders and payments directly with Contractor(s). Each institution will be responsible for signing individual contracts and is financially responsible for the services purchased. The Colleges/Universities listed in this section are under no obligation to use the Contractor(s) having extended pricing and services as the result of this bid.

REPRESENTATIVE SIGNATURE: \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# Ramapo College of New Jersey RFP Terms and Conditions

## **Ramapo College of New Jersey Goods & Services Advertised Request for Proposal Standard Attachments Table of Contents**

The following documents are attached and made part of every Goods and Services Advertised Request for Proposal issued by Ramapo College of New Jersey. The Bidder shall complete the forms and/or provide a copy of the registrations or certificates referenced below and include these documents in the bid submission.

1. Ramapo College of New Jersey Terms and Conditions, dated 05/01/10
2. Provision for Appeal, dated 04/26/16
3. Ownership Disclosure Form (State of New Jersey DPP form R9/24/19)
4. Non-Collusion Affidavit, dated 11/06/08
5. Conflict of Interest, dated 11/06/08 and Executive Orders 34 (1976) and 189 (1988)
6. Business Registration Certificate
7. The Public Works Contractor Registration Act, dated 11/07/2008
8. MacBride Principles (State of New Jersey )
9. Instructions for Completing Affirmative Action Employee Information Report (State of New Jersey form AA302 Rev 11/11) and 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
10. Affirmative Action Supplement (State of New Jersey form AA302 Rev. 11/11) Employee Information report
11. Public Law 2005, Chapter 51 / Executive Order 117 (2008) Two Year Vendor Certification and Disclosure of Political Contributions. (State of New Jersey Chapter 51 Rev 4/1/19)
12. Executive Order No. 84 (1993) (Set-Aside)
13. Executive Order No. 151 (08/28/09) Appendix C & D (Sub-Contractor Reporting SMWBE)
14. Disclosure of Investment Activities in Iran
15. Disclosure of Investigations and Other Actions Involving Bidder
16. Source Disclosure

## Ramapo College of New Jersey TERMS AND CONDITIONS

The following term and conditions apply to all contract or purchase agreements made with the RCNJ unless specifically deleted on the College proposal form. Vendors submitting offers to the College must cross out any paragraph they do not agree to meet. Any cross-out or change in the College terms and conditions will be a factor in the determination of an award of a contract or purchase agreement.

Bidders are notified by this statement that all terms and conditions will become part of any contract(s) awarded as a request for proposal whether stated in part in summary or by reference. In the event a vendor's terms and conditions conflict with the College the College terms and conditions shall prevail.

### I. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS

- 1.1 CORPORATE AUTHORITY** – It is required that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out of the State must file a Certificate of Authority with the Secretary of State, Department of State, State House, Trenton, New Jersey. Refer to NJSA Title 14A chapter 13-3.
- 1.2 ANTI DISCRIMINATION** – All parties to any contract with the RCNJ agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within NJSA 10:2-1 through 10:2-4, NJSA 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.
- 1.3 PREVAILING WAGE ACT** – The New Jersey Prevailing Wage Act PL 1963, Chapter 150 is hereby made a part of every contract entered into on behalf of RCNJ except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal are listed or are on record in the Office of the Commissioner of the Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of this Act.
- 1.4 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** – (PL 1983. C. 315: NJSA 34:5A-1 at seq.) requires employers to label all containers of hazardous substances by March 1, 1985. Under the terms of the Act the College is considered employer, therefore, all goods offered for purchase to the College must be labeled in compliance with the provisions of the Act.
- 1.5 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.
- 1.6 Ownership Disclosure** – Contracts for any work, goods or services cannot be issued to any firm unless prior to or at the time of bid submission the firm has disclosed the names and addresses of all its owners holding 10% or more of the firm's stock or interests. Refer to NJPL 1977 chapter 33.
- 1.7 Compliance Laws** – The vendor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done hereunder.

### 2. LIABILITIES

- 2.1 Liability Copyright** – The Contractor shall hold and save RCNJ, 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 un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 Indemnification** – The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the RCNJ and its employees from and against any and all claims, demands, suits, actions, recoveries, judgement and costs and expenses in connection therewith 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 materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 Insurance** – The successful bidder shall secure and maintain in force for the term of the contract liability insurance as provided herein. The successful bidder shall provide RCNJ with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to the RCNJ, Purchasing Office. The contractor shall assume all responsibility for his actions and those of anyone else working for him while engaged in any activity connected with this contract. The contractor shall carry sufficient insurance to protect him and to indemnify the College from any and all occurrences of property damage or bodily injury which arise out of the contracted work. The contractor's insurance carrier must be a class "A" rated company. All liability policies shall provide "occurrence" type of coverage. Evidence of current insurance coverage shall be submitted to the College no later than ten (10) days after receipt of notice of intent to award this contract. The certificate shall name RCNJ as an additional insured. **SPECIAL NOTE:** No contract will be issued to the successful bidder until such time as bidder has supplied RCNJ with a certificate of insurance verifying the following required coverage. The successful bidder is not authorized to begin service until the College is in receipt of said certificate. The insurance to be provided by the contractor shall be as follows:
  - (a) General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
    1. Broad Form Comprehensive General Liability
    2. Products/Completed Operations
    3. Premises/OperationsThe limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined limit.
  - (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 million per occurrence as a combined single limit.
  - (c) Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with Limits of not less than:
    1. \$1,000,000 Bodily Injury, Each Occurrence
    2. \$1,000,000 Disease Each Employee
    3. \$1,000,000 Disease Aggregate Limit

### 3. TERMS GOVERNING ALL PROPOSALS

- 3.1 Contract Amount** – The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or the minimum amount which the College shall be obligated to order as the result of the Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 Contract Period and Extension Option** – If, in the opinion of the Director of Purchasing, it is in the best interest of the College to extend any contract entered into as a result of the Request for Proposal, the contractor will 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 contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price will be applicable.
- 3.3 Bid and Performance Security** –
  - a. Bid security – if bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, NJAC 17:12.2.2. Acceptable forms of bid security are as follows:
    - (1) A properly executed individual bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of RCNJ.
    - (2) The College will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the College will:



- i. Issue an award notice for those offers accepted by the College.
  - ii. Return all bond securities to those who have not been issued an award of notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the College. In cases of default the College reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.
- b. **Performance Security** – If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contract or line item purchase, see NJAC 17:12-2.3. Acceptable forms of performance security are as follows:
  - (1) The contractor shall be required to furnish an irrevocable security in the amount listed in the request for Proposal payable to RCNJ, binding the contractor to provide faithful performance of the contract.
  - (2) The performance security shall be in the form of a property executed individual performance bond issued by an insurance or security company authorized to conduct business in the State of New Jersey, a certified or cashier's check drawn to the order of RCNJ.

The Performance Security must be submitted to the College 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 contract for cause pursuant to provision 3.5b.1 and nonpayment for work performance.
- 3.4 Subcontracting or Assignment** – The contract may not by sub-contracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of Purchasing. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract. In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an itemization of the products and/or services to be supplied by them. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the College.
- 3.5 Performance Guarantee of Bidder** – The bidder hereby certifies that: a) the equipment offered is standard new equipment; b) is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; c) that such parts are all in production and not likely to be discontinued; and d) that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. All equipment supplied to the College and operated by electrical current is UL approved. All new machines are to be guaranteed for a period of one year from time of delivery and/or installation and prompt service rendered without charge regardless of geographic location. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within 48 hour period or within the time accepted as industry practice. The contractor shall immediately replace any material which is rejected for failure to meet the requirements of the College. All services rendered to the College shall be performed in strict and full accordance with the specifications as agreed to in the contract. A service contract shall not be considered complete until final approval by the College is rendered. Payment to vendors for services rendered may not be made until final College approval is given.
- 3.6 Delivery Guarantees** – Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in proposal. The contractor shall be responsible for the delivery of material in first class condition to the College or the purchaser under this contract, and in accordance with good commercial practice. Items delivered must be strictly in accordance with bid specifications. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the specifications, the College may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.
- 3.7 Board of Trustees Right of Final Bid Acceptance** – The Board of Trustees reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the College to do so. The Board of Trustees shall have authority to award orders or contracts to the contractor(s) best meeting all specifications and conditions in accordance with NJAC 17:12-2.6.
- 3.8 Bid Acceptances and Rejections** – The provisions of NJAC 17:12-2.4, relating to the Director's right to waive minor elements of non-compliance with bid specifications and NJAC 17:12-2.5 which defines causes for automatic bid rejection, apply to all proposals and bids.
- 3.9 College's Right to Request Further Information** – The Director of Purchasing reserves the right to request all information which may assist him in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director of Purchasing reserves the right to request a bidder to explain in detail how the bid price was determined.
- 3.10 College's Right to Inspect Bidder's Facilities** – The College reserves the right to inspect the bidder's establishment before making an award for purposes of ascertaining whether the bidder has the necessary facilities for performing the contract. The College may also consult with clients of the bidder during the evaluation of bids, such consultation is intended to assist the College in making a contract award which is most advantageous to the College.
- 4 DELIVERY COSTS** - All materials shipped in response to a College purchase order are to be invoiced **F.O.B. DESTINATION**. The College will not be liable for any damages nor losses incurred in delivery process. FOB Destination requires delivery to the receiving platform of the addressee, it does not include "spotting". No delivery charges will be considered which result from partial or multiple shipments made for the vendor's convenience.
  - 4.1 COD Terms** - COD terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.
  - 4.2 Tax Charges** - RCNJ is a municipal agency of the State of New Jersey and is exempt from the New Jersey sales and use taxes, pursuant to Section 9(a.1) of the New Jersey Sales and Use Tax Act (NJSA: 54:32B-1 et seq.) They must not be included in the vendor's price quotations.
  - 4.3 Payment to Vendors** – Payments for goods and/or services purchased by the College will only be made against the vendor's invoice and College certifications of goods or service.
  - 4.4 New Jersey Prompt Payment Act** – The New Jersey prompt Payment Act NJSA 52:32-32 et seq. Requires state agencies to pay for goods and services within sixty (60) days of the receipt of contractor's invoice or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will 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.
- 5 CASH DISCOUNTS** – Cash discounts for periods of less than 15 days will not be considered as factors in the award of contracts for purposes of determining the College's compliance with any discount offered.
  - 5.1** A discount period shall commence on the day the College receives a properly executed vendor's invoice for products and services that have been duly accepted by the College in accordance with the terms, conditions, and specifications of the Contract/Purchase Order. If the invoice is received prior to delivery of the goods and services the discount period begins with the acceptance of the goods or services.
  - 5.2** The date on the check issued by the College in payment of that invoice shall be deemed the date of the College response to that invoice.

## **Provision for Appeal**

### **Appeal Procedures**

Provisions for an appeal of Ramapo College of New Jersey decision to award a contract as a result of a goods or services request for proposal:

1. The College shall provide to all qualified bidders a copy of a “Notice of Intent to Award a Contract” within sixty (60) days of a bid opening. Any bidder, having submitted a proposal in response to this RFP and finding cause to protest the College’s disqualification of a bid, or notice of intent to award, may make written request to the Director of Purchasing setting forth, in detail, the specific grounds for challenging the disqualification of its bid or for challenging the College’s intent to award the Contract, as applicable. The protest shall be filed within three (3) business days following the bidder's receipt of written notification that its bid is disqualified or of notice of the intent to award, as applicable.
2. The College shall consider the written record when deciding a bid protest. The written record may include, but is not limited to, the written protest, any written response to the protest submitted by the lowest responsible bidder, the terms, conditions and requirements of the RFP, the proposals submitted in response to the RFP, the evaluation committee report and/or the award recommendation document, pertinent administrative rules, statutes, and case law, and any associated documentation the College deems appropriate. In cases where no in-person presentation is deemed necessary pursuant to Section 3 below, the College shall afford the protester and other interested parties a fair opportunity to submit written statements and documents supporting the facts and the legal arguments relevant to the bid protest.
3. The Director of Purchasing has the discretion to determine if an in-person presentation is necessary to reach an informed decision on the issues raised by the protester. An in-person presentation is a fact-finding hearing for the benefit of the College. The College has the discretion to permit attendance at an in-person presentation by those parties likely to be affected by the outcome of the protest. The in-person presentation shall be recorded electronically by the College and the electronic recording shall be available for public access as a “government record” under OPRA.
4. The in-person hearing will be conducted by a panel of three (3) College employees. Those members shall be: the Director of Facilities, the Director of Purchasing and the Contracting Officer or their designees. If any of the specifically enumerated employees is unavailable, another College employee shall be designated to hear the matter. The panel shall render a decision in the matter.

5. The Contracting Officer shall preside at the hearing and shall vote. A determination of the panel shall be by a majority vote.
6. The Contracting Officer may limit the number of witnesses to be heard. The panel may direct questions to the witnesses called by the appealing bidder or other project bidders present at the hearing if the panel deems necessary.
7. Picture taking, filming or tape recording of the hearing, are prohibited.
8. Any bidder who intends to be represented by an attorney at the hearing must notify the Contracting Officer in advance to give the College an opportunity to have its counsel from the Attorney General's Office, Division of Law, attend in person or by telephone. If advance notification is not provided, the Contracting Officer may limit the bidder's attorney to advising and assisting the bidder by submitting questions to be asked of other participants/witnesses at the discretion of the Contracting Officer. The in-person hearing will not be rescheduled in this situation.
9. The College may award the Contract immediately, notwithstanding the receipt of a protest, if the failure to award the Contract will result in substantial cost to the College or if public exigency so requires. In such event, the College shall notify all interested parties. Award of the Contract shall be appealable to the Superior Court of New Jersey, Appellate Division, pursuant to N.J.S.A. 18A:3B-6(f).
10. The College reserves the right to waive any immaterial defects in the bid or the bidding process.
11. The decision of the panel is a final College decision.
12. The College shall issue a written decision including findings of fact and conclusions and shall provide copies of the bid protest decision to all participants in the bid protest. The bid protest decision is a final decision of the "Contracting agent", as that term is defined in the State College Contracts Law, N.J.S.A.18A:64-53(b). Notice of award of the Contract following a bid protest decision shall be provided to all bidders, and shall be appealable to the Superior Court of New Jersey, Appellate Division, pursuant to N.J.S.A. 18A:3B-6(f).



**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**

**OWNERSHIP DISCLOSURE FORM**

**BID SOLICITATION #:** \_\_\_\_\_ **VENDOR {BIDDER}:** \_\_\_\_\_

**ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE THE  
INFORMATION REQUESTED PURSUANT TO N.J.S.A. 52:25-24.2.**

**PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.**

**PART 1**

Are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? **YES** ☐ **NO** ☐

If you answered, "**YES**" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein.

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

**Attach Additional Sheets If Necessary.**

**PART 2**

Of those entities disclosed above owning a 10% or greater interest in the Vendor {Bidder}, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed entities?

YES

☐

NO

☐

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein. Please note that this disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been identified.

Name of the entity listed above to which the disclosure below applies: \_\_\_\_\_

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

***Attach Additional Sheets If Necessary.***

**PART 3**

As an alternative to completing this form, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.




PURCHASING DEPARTMENT

Academic Complex Wing D D-116  
505 Ramapo Valley Road, Mahwah, NJ 07430-1680  
Phone: 201.684.7496 Fax: XXXXXXXXXX  
www.ramapo.edu/purchasing/

NON-COLLUSION AFFIDAVIT

Project Title: \_\_\_\_\_

STATE OF NEW JERSEY       )  
  ) SS:  
COUNTY OF                    )

I, \_\_\_\_\_ of the City of \_\_\_\_\_

in the County of \_\_\_\_\_ and the State of \_\_\_\_\_

being of full age, being duly sworn according to law on my oath depose and say that:

I am (Title) \_\_\_\_\_

of the firm of \_\_\_\_\_

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

\_\_\_\_\_  
Signature

Subscribed and sworn to \_\_\_\_\_

before me this        day of        20\_\_\_\_.

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_



PURCHASING DEPARTMENT

Academic Complex Wing D D-116  
505 Ramapo Valley Road, Mahwah, NJ 07430-1680  
Phone: 201.684.7496 Fax: [REDACTED]  
[www.ramapo.edu/purchasing/](http://www.ramapo.edu/purchasing/)

## CONFLICTS OF INTEREST

The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to **Executive Order No. 34 (1976)** and **Executive Order 189 (1988)**.

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee 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 is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e 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 may promulgate under paragraph 6c.

---

I (we) certify that I (we) have read and understood the above regulations on Conflict of Interest:

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_





## PURCHASING DEPARTMENT

Academic Complex Wing D D-116  
505 Ramapo Valley Road, Mahwah, NJ 07430-1680  
Phone: 201.684.7496 Fax: [REDACTED]  
<http://www.ramapo.edu/purchasing/>  
E-mail: [purchase@ramapo.edu](mailto:purchase@ramapo.edu)

### Business Registration Certificate

Businesses, organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. (Reference: Public Law 2001 Chapter 134.) Registration is required to conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or state college or university. The contracting agency may require that a copy of the "proof of registration certificate" (BRC) be submitted as part of a public bid or prior to issuing a purchase order.

Additional information regarding the registration process and the Business Registration Certificate (BRC) can be found at the following website: <https://www.state.nj.us/treasury/revenue/busregcert.shtml>. The following information in this notice is all contained within the above website, which should be the first point of reference regarding a BRC.

Depending on the type of business you operate, you will need to take one or two steps for your business to be properly documented in New Jersey. Step 1 refers to business formation and applies to all New Jersey (domestic) and out-of-state (foreign) corporations, limited liability companies, limited partnerships and limited liability partnerships. The website for business formation is: <https://www.nj.gov/treasury/revenue/gettingregistered.shtml>. Step 2 refers to business registration and applies to all businesses. The links above provide information regarding these steps including both online filing processes and paper forms. Please note that Individuals or Unincorporated Construction Contractors with no business tax or employer obligations may register using [Form Reg-A](#) instead of Form NJ-REG in order to obtain the Business Registration Certificate. Individuals who have created and are operating as a business entity (e.g. LLC) may not use Form REG-A. Additionally, non-profit organizations may be required to register for tax purposes, but are not subject to the proof of registration requirement when contracting with public agencies in this state. Businesses already registered in NJ can obtain a BRC verification online at: [https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp).

### Sample Business Registration Certificate

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

TAXPAYER NAME:  
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:  
970-097-382/500

ADDRESS:  
847 ROEBLING AVE  
TRENTON NJ 08611

EFFECTIVE DATE:  
01/01/01

TRADE NAME:  
CLIENT REGISTRATION

CONTRACTOR CERTIFICATION#:  
0107230

ISSUANCE DATE:  
11/27/01

*Patricia A. Chiacchieri*  
Director, Division of Revenue

FORM-BRC(06-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

You have received this communication in reference to contract or purchase order activity or as part of the bidding process with Ramapo College of New Jersey. **Please forward a copy of your BRC to the address above or be sure to include your BRC with the bid response.**

*Shawn Laidlaw*  
Director of Procurement  
Ramapo College of New Jersey

**STATE OF NEW JERSEY  
DEPARTMENT OF LABOR  
DIVISION OF WAGE & HOUR COMPLIANCE  
PO Box 389  
Trenton, New Jersey 08625-0389**

**Jon Corzine  
Governor  
Tel: 609-292-9464**

**David J. Socolow  
Acting Commissioner  
Fax: 609-633-8591**

February 22, 2000

Greetings:

Please be advised of legislation recently signed into law that will effect public advertisement for bids, solicitation of quotations and the award of certain public contracts. P.L. 1999.c.238. "THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT" will be come effective on April 11, 2000.

Contractors performing covered public work on the effective date must apply for registration within 30 days. Contractors no performing public work on the effective date of the Act must apply for registration before bidding on a public works contract. A copy of the completed and submitted registration application will establish eligibility for award for a period of 30 days.

For the purpose of the "THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT", "Public Works" is defined as "the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution and includes any subcontractor or lower tier subcontractor as defined herein, except the, for purposes of the act, no pumping station, treatment plant or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or a public institution."

It is important to note that any work subject to the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.), requires compliance with that Act a Regards the Payment of prevailing wage rate, posting and completion and submission of certified payrolls, etc.

To avoid potential contract delays and completion extensions, it is suggested public body contracting units and their agents begin to include contractor registration language in advertisements for bids and solicitations for quotations. Evidence of contractor registration should be added to the list of requirements included in future bid specifications and confirmation or registration made on contracts awarded on and after April 11, 2000.

Registration Application Forms and copies of THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT may be obtained by contacting:

Contractor Registration Unit  
New Jersey Department of Labor  
Division of Wage & Hour Compliance  
PO Box 389  
Trenton, New Jersey 08625-0389  
Telephone: (609) 292-9464  
Fax: (609)633-8591  
E-Mail: [pwcr@dol.state.nj.gov](mailto:pwcr@dol.state.nj.gov)

Your inquiries and contractor referrals are welcome.

We look forward to cooperating with you in the administration and enforcement of this legislation intended to require greater responsibility of those who benefit from public works contracting.



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

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: \_\_\_\_\_ VENDOR/BIDDER: \_\_\_\_\_

VENDOR'S/BIDDER'S REQUIREMENT  
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE  
MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

- ☐ The Vendor/Bidder has no business operations in Northern Ireland; or
- OR**
- ☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

# INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

**IMPORTANT:** READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE**. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

## **Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

## **TYPE OR PRINT IN SHARP BALL POINT PEN**

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY

**WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program  
P.O. Box 206**

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

## **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 SERVICES, 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.



## **EXHIBIT A (Cont)**

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 AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & 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 & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.



# **INFORMATION AND INSTRUCTIONS**

## **For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Chapter 51 Form**

### **Background Information**

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

### **Two-Year Certification Process**

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

**State Agency Instructions:** Prior to the awarding of a contract, the State Agency should first use NJSTART (<https://www.njstart.gov/bsol/>) to check the status of a vendor’s Chapter 51 certification before contacting the Review Unit’s mailbox at [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov). If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the vendor is not registered in NJSTART, then the State Agency should send an e-mail to [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov) to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

### **Instructions for Completing the Form**

#### **Part 1: BUSINESS ENTITY INFORMATION**

**Business Name** – Enter the full legal name of the vendor, including trade name if applicable.

**Address, City, State, Zip and Phone Number** -- Enter the vendor’s street address, city, state, zip code and telephone number.

**Vendor Email** – Enter the vendor’s primary email address.

**Vendor FEIN** – Please enter the vendor’s Federal Employment Identification Number.

**Business Type** - Check the appropriate box that represents the vendor’s type of business formation.

**Listing of officers, shareholders, partners or members** - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)



## **Part 2: DISCLOSURE OF CONTRIBUTIONS**

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

**Name of Recipient** - Enter the full legal name of the recipient.

**Address of Recipient** - Enter the recipient's street address.

**Date of Contribution** - Indicate the date the contribution was given.

**Amount of Contribution** - Enter the dollar amount of the contribution.

**Type of Contribution** - Select the type of contribution from the examples given.

**Contributor's Name** - Enter the full name of the contributor.

**Relationship of the Contributor to the Vendor** - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

**NOTE:** If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

## **Part 3: CERTIFICATION**

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity.

**(No additional Certification and Disclosure forms are required if BOX A is checked.)**

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

**Read the five statements of certification prior to signing.**

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

### **State Agency Procedure for Submitting Form(s)**

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

### **Business Entity Procedure for Submitting Form(s)**

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

### **Questions & Information**

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>.

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>.



State of New Jersey  
Department of the Treasury

**Division of Purchase and Property**

Two-Year Chapter 51/Executive Order 117 Vendor Certification and  
Disclosure of Political Contributions

**FOR STATE USE ONLY**

Solicitation, RFP, or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

State Agency Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Contact Email \_\_\_\_\_

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting  
recertification ☐**

**Part 1: Business Entity Information**

Full Legal Business Name \_\_\_\_\_  
(Including trade name if applicable)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Email \_\_\_\_\_ Vendor FEIN (SS# if sole proprietor/natural person) \_\_\_\_\_

**Check off the business type and list below the required information for the type of business selected.  
MUST BE COMPLETED IN FULL**

- ☐ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write "sole officer" after the officer's name.)
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS "sole officer" after the officer's name.)
- ☐ Partnership: LIST ALL PARTNERS with any equity interest
- ☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest
- ☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

**All Officers of a Corporation or PC**

**10% and greater shareholders of a corporation  
or all shareholders of a PC**

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**All Equity partners of a Partnership**

**All Equity members of a LLC**

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If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

**Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.**

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate  
State Political Party Committee  
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee  
Legislative Leadership Committee

Full Legal Name of Recipient \_\_\_\_\_

Address of Recipient \_\_\_\_\_

Date of Contribution \_\_\_\_\_ Amount of Contribution \_\_\_\_\_

Type of Contribution (i.e. currency, check, loan, in-kind) \_\_\_\_\_

Contributor Name \_\_\_\_\_

Relationship of Contributor to the Vendor \_\_\_\_\_

**If this form is not being completed electronically, please attach additional contributions on separate page.  
Click the "Add a Contribution" tab to enter additional contributions.**

Remove Contribution

Add a Contribution

- ☐ Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

**Part 3: Certification** (Check one box only)

- (A) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.



**3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:**

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
  - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
  - (ii) Any State, County or Municipal political party committee; OR
  - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
  - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
  - (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

**4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:**

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

**5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_

Title/Position \_\_\_\_\_ Date \_\_\_\_\_

**Procedure for Submitting Form(s)**

**The contracting State Agency should submit this form to the Chapter 51 Review Unit** when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

**The business entity should return this form to the contracting State Agency.** The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

**Forms should be submitted either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov), or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.**



PURCHASING DEPARTMENT

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[www.ramapo.edu/purchasing/](http://www.ramapo.edu/purchasing/)

State of New Jersey  
Executive Order #84

**Governor James J. Florio**

WHEREAS, our nation is deeply committed to the universal principle of equality for all, a principle that is forever fixed in our fundamental law through the equal protection clause of the Fourteenth Amendment to the United States Constitution; and

WHEREAS, since the time of the Civil War, our nation's history has been characterized by a long and difficult struggle to provide every citizen with equal rights under the law; and

WHEREAS, we are still engaged in an historic endeavor to cleanse our social, political, and economic life of invidious discrimination against racial and ethnic minorities, and against women; and

WHEREAS, our government cannot tolerate discrimination against African-Americans, who continue to suffer from the legacy of racism in America; against women, who have still not been fully admitted to the table of equality; and against ethnic minorities, such as Latinos and Asian-Americans, who also confront barriers of discrimination throughout this society; and

WHEREAS, our government bears a solemn responsibility to carry out the vision of equality and justice that has long nourished the righteous efforts of the civil rights movement; and

WHEREAS, the civil rights movement in the United States has transformed our legal and political system from one that embraced segregation and other forms of overt discrimination to one that now recognizes the right of every citizen to equal respect and concern; and

WHEREAS, nevertheless, our society continues to be marred by economic inequalities among our citizens -- inequalities that represent the direct and intolerable legacy of this nation's discriminatory past; and

WHEREAS, we owe an abiding obligation to the great civil rights leaders in our history, such as Dr. Martin Luther King, Cesar Chavez, Susan B. Anthony, and Supreme Court Justice Thurgood Marshall, to give the fullest measure of our efforts to eradicate the economic consequences of racial, ethnic, and gender discrimination; and

WHEREAS, we can best achieve the ideal of equal economic opportunity for all not by increasing our reliance on social welfare programs of the past, but by advancing new policies that promote economic self-reliance and entrepreneurial self-sufficiency; and

WHEREAS, in 1985, this State adopted with widespread support an innovative set-aside policy that guaranteed businesses owned by racial and ethnic minorities, and businesses owned by women an opportunity to obtain a fair portion of public contracts; and

WHEREAS, New Jersey's set-aside program not only redressed historic discrimination in the marketplace, but also advanced the critical interest of providing historically disadvantaged groups with the means and the experience to compete fairly in the economic setting; and

WHEREAS, in the 1989 case of *City of Richmond v. Croson*, the United States Supreme Court invalidated a City of Richmond set-aside program on the grounds that the city had failed to meet strict standards of constitutional scrutiny, which require that such policies be justified on the basis of evidence of actual discrimination, and that such policies be narrowly tailored to remedy such discrimination; and

WHEREAS, after *Croson*, the set-aside program in New Jersey was suspended; and

WHEREAS, on August 14, 1989, in response to the *Croson* case, Governor Thomas H. Kean issued Executive Order No. 213, which established the Governor's Study Commission on Discrimination in Public Works Procurement and Construction Contracts (hereinafter the "Study Commission"); and

WHEREAS, the Executive Order directed the Study Commission to "investigate the nature and scope of any discriminatory practices" that exist in the awarding of construction and procurement contracts by the State of New Jersey, to "prepare an analysis of this information in order to develop probative evidence of any prior or present discrimination" in the awarding of such contracts, and to "identify and evaluate remedies for these practices consistent with guidelines established by the Supreme Court in *Croson*"; and

WHEREAS, the Study Commission, which has been continued throughout this Administration, has worked diligently since its formation to fulfill its mandate, and has presented me with its final report, complete with extensive findings and comprehensive proposals; and

WHEREAS, the Study Commission's report is based upon a thorough statistical analysis comparing the volume of contract dollars awarded by State agencies to firms owned and operated by minorities and women to the numbers of such firms that are qualified and available to provide goods and services to the State; and

WHEREAS, the Study Commission's report also contains extensive anecdotal and historical evidence revealing widespread discrimination in the marketplace, with which the State passively participates; and

WHEREAS, this compelling statistical and anecdotal evidence establishes a convincing case that firms owned and operated by racial and ethnic minorities, as well as firms owned and operated by women, experience widespread exclusion from the contracting process; and

WHEREAS, I have been advised by the Attorney General that the evidence set forth in the Study Commission's final report supplies a constitutionally permissible basis for establishing a set-aside policy under the strict scrutiny standards enunciated in the *Croson* case; and

WHEREAS, government must take every necessary and practicable step toward eradicating racial, ethnic, and gender discrimination from our society;

NOW, THEREFORE, I, JAMES J. FLORIO, Governor of the State of New Jersey, by virtue of the authority vested in me by the Constitution and by the Statutes of this State, do hereby ORDER and DIRECT:

1. Pursuant to the Set-Aside Act for Small Businesses, Female Businesses, and Minority Businesses, N.J.S.A. 52:32-17 et seq., the New Jersey Sports and Exhibition Authority Law, N.J.S.A. 5:10-1 et seq., the Casino Control Act, N.J.S.A. 5:12-1 et seq., the New Jersey Wastewater Treatment Trust Act, N.J.S.A. 58:11B-1 et seq., the New Jersey Urban Development Corporation Act, N.J.S.A. 55:19-1 et seq., the New Jersey Local Development Financing Fund Act, N.J.S.A. 34:1B-36, and the New Jersey

Transportation Trust Fund Authority Act of 1984, N.J.S.A. 27:1B-1 et seq., every agency, department, and instrumentality of the State of New Jersey that is authorized to award procurement or construction contracts shall forthwith adopt a set-aside policy in accordance with the foregoing statutory provisions and with this Executive Order.

2. In particular, every such State contracting agency shall adopt a set-aside program that requires the agency to make a good faith effort to award 7% of public procurement and construction contracts and subcontracts to qualified businesses owned and operated by African-Americans, Latinos, and Asian-Americans, and 3% of public procurement and construction contracts and subcontracts to qualified businesses owned and operated by women.

3. These numerical goals shall be pursued to the fullest degree consistent with practicality, and only insofar as to advance the State's interest in awarding contracts to firms with the necessary qualifications, regardless of race, ethnicity, or gender. Furthermore, any set-aside program established as directed by this Order shall specifically authorize the department or agency administering the set-aside program to award contracts regardless of race, ethnicity, or gender, notwithstanding the numerical goals set forth above, whenever qualified minority- or women-owned businesses are unavailable to perform the services or supply the goods sought.

4. Any set-aside program established pursuant to this Order is remedial in nature and in purpose, and therefore shall be in effect with respect to each affected group only until such time as the discriminatory conditions that form the basis of the set-aside program are eradicated.

GIVEN, under my hand and seal this  
5th day of March in the Year of Our  
Lord, One Thousand Nine Hundred and  
Ninety Three, and of the Independence  
of the United States, the Two Hundred  
and Seventeenth.

/s/ JAMES J. FLORIO  
GOVERNOR

Attest:

/s/ M. Robert DeCotiis  
Chief Counsel to the Governor





PURCHASING DEPARTMENT

Academic Complex Wing D D-116  
505 Ramapo Valley Road, Mahwah, NJ 07430-1680  
Phone: 201.684.7496 Fax: [REDACTED]  
[www.ramapo.edu/purchasing/](http://www.ramapo.edu/purchasing/)

Executive Order 151 (08/28/09) Sub-Contractor Reporting SMWBE

APPENDIX C

It is the policy of the Ramapo College of New Jersey that small businesses (each a “small business enterprise” or “SBE”), as determined and defined by the State of New Jersey, Division of Minority and Women Business Development (“Division”) and the New Jersey Department of the Treasury (“Treasury”) in N.J.A.C. 17:14 et seq. or other application regulation, should have the opportunity to participate in Ramapo College of New Jersey contracts.

To the extent the Firm engages subcontractors or sub-consultants to perform Services for Ramapo College of New Jersey pursuant to this Contract, the Firm must demonstrate to Ramapo College of New Jersey’s satisfaction that a **good faith effort** was made to utilize subcontractors and sub-consultants who are **registered with the Division as SBEs**. Furthermore, Ramapo College of New Jersey shall be evaluated quarterly by the Division, based on its attainment of the Participation Goals set forth in the State of New Jersey Construction Services Disparity Study (October 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June, 2005). (These participation goals are set forth below.)

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

1. The Firm shall request listings of SBEs from the Division (609) 292-2146 and/or Ramapo College of New Jersey and attempt to contact same
2. The Firm shall keep specific records of its efforts, including records of all requests made to the Division, the names of SBEs contacted, and the means and results of such contacts, including without limitation receipts from certified mail and telephone records.
3. The Firm shall actively solicit and shall provide Ramapo College of New Jersey with proof of solicitations of SBEs for the provision of Services, including advertisements in general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media.
4. The Firm shall provide evidence of efforts made to identify categories of Services capable of being performed by SBEs.
5. The Firm shall provide all potential subcontractors and sub-consultants that the Firm has contacted pursuant to 2 or 3 above with detailed information regarding the scope of work of the subject contract.
6. The Firm shall provide evidence of efforts made to use the goods and/or services of available community organizations, consultant groups, and local, State, and federal agencies that provide assistance in the recruitment and placement of SBEs.

Furthermore, the Firm shall submit proof of its subcontractors’ and/or sub-consultants’ SBE registrations on the form required by Ramapo College of New Jersey for State reporting as to participation



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**APPENDIX D**

Consistent with the findings of the State of New Jersey Construction Services Disparity Study (October 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June 13, 2005), each Reporting Agency should aspire to allocate a portion of its total contracting dollars in accordance with the following goals.

1. Construction Services Contracts/Subcontracts (including new construction and renovations, except routine building maintenance; residential and non-residential building construction; heavy construction, such as streets, roads and bridges; and special trade construction, such as fencing, HVAC, paving and electrical).

Insert from Appendix C:

a) State Agencies/Authorities/Commissions

African Americans -- 6.3%

Asian Americans -- 4.34%

(b) State Colleges and Universities

African Americans -- 6.3%

Asian Americans -- 4.34%

Caucasian Females -- 12.67%

Original beginning of Appendix D:

(c) State Agencies/Authorities/Commissions

African Americans -- 6.3%

Asian Americans -- 4.34%

(d) State Colleges and Universities

African Americans -- 6.3%

Asian Americans -- 4.34%

Caucasian Females -- 12.67%

2. Construction-Related Services Contracts/Subcontracts (including design services, such as architectural, engineering and construction management services, that are performed as part of a construction project).

State Colleges and Universities

African Americans -- 4.51%

Asian Americans -- 7.11%

Hispanics -- 4.09%

3. Professional Services (with the exception of those professional services deemed to be construction-related, all services that are of a professional nature and requiring special licensing, education degrees and/or very highly specialized expertise, including accounting and financial



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services, advertising services, laboratory testing services; legal services; management consulting services; technical services and training).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.47%

Asian Americans -- 1.47%

Hispanics -- 1.1%

Native Americans -- 0.07%

Caucasian Females -- 3.74%

4. Other Services (any service that is labor-intensive and neither professional nor construction-related, including, but not limited to equipment rental; janitorial and maintenance services; landfill services; laundry and dry cleaning; maintenance and repairs; printing; real property services; security services; special department supplies; subsidy, care and support; telecommunications; and temporary help).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 1.22%

Asian Americans -- 0.85%

Hispanics -- 0.67%

Native Americans -- 0.05%

Caucasian Females -- 1.96%

5. Goods and Commodities (equipment and consumable items purchased in bulk, or a deliverable product including, but not limited to automobiles and equipment; chemicals and laboratory supplies, construction materials and supplies; equipment parts and supplies; fuels and lubricants; janitorial and cleaning supplies; office equipment; office supplies; radio equipment; special department supplies; technical supplies; tires and tubes; traffic signals; and uniforms).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.71%

Asian Americans -- 1.74%

Hispanics -- 1.32%

Native Americans -- 0.10%

Caucasian Females -- 4.45



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

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #:

VENDOR/BIDDER:

**PART 1**

**CERTIFICATION**

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

☐ A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

**OR**

☐ B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2**

**PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME:

RELATIONSHIP TO VENDOR/BIDDER:

DESCRIPTION OF ACTIVITIES:

DURATION OF ENGAGEMENT:

ANTICIPATED CESSATION DATE:

VENDOR/BIDDER CONTACT NAME:

VENDOR/BIDDER CONTACT PHONE No.:

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title



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TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

BID SOLICITATION #: \_\_\_\_\_ VENDOR: \_\_\_\_\_

**PART 1**

PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.

IN PART 2 OF THIS FORM, YOU WILL BE REQUIRED TO ANSWER QUESTIONS REGARDING THESE INDIVIDUALS.

**OFFICERS/DIRECTORS**

NAME			
TITLE			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
TITLE			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
TITLE			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

*Attach Additional Sheets If Necessary.*

**PART 2**

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER "YES" OR "NO".

PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

		YES	NO
1.	Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?	<input type="checkbox"/>	<input type="checkbox"/>
2.	Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?	<input type="checkbox"/>	<input type="checkbox"/>
3.	Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?	<input type="checkbox"/>	<input type="checkbox"/>
4.	Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government?	<input type="checkbox"/>	<input type="checkbox"/>
5.	Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years?	<input type="checkbox"/>	<input type="checkbox"/>

IF ANY OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.  
IF ALL OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

**PART 3**  
**PROVIDING ADDITIONAL INFORMATION**

If you answered "YES" to any of questions 1 - 5 above, you must provide a detailed description of any investigation or litigation, including, but not limited to, administrative complaints or other administrative proceedings involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, the disposition.

<b>PERSON OR ENTITY NAME</b> _____	
<b>CONTACT NAME</b> _____	<b>PHONE NUMBER</b> _____
<b>CASE CAPTION</b> _____	
<b>INCEPTION OF THE INVESTIGATION</b> _____	<b>CURRENT STATUS</b> _____
<b>SUMMARY OF INVESTIGATION</b>     	

<b>PERSON OR ENTITY NAME</b> _____	
<b>CONTACT NAME</b> _____	<b>PHONE NUMBER</b> _____
<b>CASE CAPTION</b> _____	
<b>INCEPTION OF THE INVESTIGATION</b> _____	<b>CURRENT STATUS</b> _____
<b>SUMMARY OF INVESTIGATION</b>     	

<b>PERSON OR ENTITY NAME</b> _____	
<b>CONTACT NAME</b> _____	<b>PHONE NUMBER</b> _____
<b>CASE CAPTION</b> _____	
<b>INCEPTION OF THE INVESTIGATION</b> _____	<b>CURRENT STATUS</b> _____
<b>SUMMARY OF INVESTIGATION</b>     	

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title



STATE OF NEW JERSEY  
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DIVISION OF PURCHASE AND PROPERTY

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TRENTON, NEW JERSEY 08625-0230

**SOURCE DISCLOSURE FORM**

**BID SOLICITATION #:** \_\_\_\_\_ **VENDOR {BIDDER}:** \_\_\_\_\_

The Vendor {Bidder} submits this form in response to a Bid Solicitation issued by the State of New Jersey, Department of the Treasury, Division of Purchase and Property, in accordance with the requirements of N.J.S.A. 52:34-13.2.

**PART 1**

- ☐ All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.
- ☐ Services will be performed by the Contractor and/or Subcontractors outside of the United States. **Complete Part 2.**

**PART 2**

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the Division of Purchase and Property will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor / Sub-contractor	Performance Location by Country	Description of Service(s) to be Performed Outside of the U.S.	Reason Why the Service(s) Cannot be Performed in the U.S.

Any changes to the information set forth in this form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof will be immediately reported by the Contractor to the Director of the Division of Purchase and Property.

If during the term of the Contract the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to the State of New Jersey Standard Terms and Conditions.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title



Ramapo College of New Jersey  
Purchasing Department  
505 Ramapo Valley Road  
Mahwah, NJ 07430

Dear Shawn Laidlaw,

Visit Healthcare is committed to combating the spread of COVID-19 by aiding in the rapid diagnosis of infection through our well-established COVID-19 RT-PCR testing procedures and operations. Working with states, counties, government agencies, schools, organizations, and private industry, Visit deploys teams of experienced healthcare workers, licensed medical providers and logistics/support staff for high-volume testing projects across the U.S. The Visit team has been in the healthcare business for over 30 years helping to care for patients with tens of thousands of medical personnel. Our team was on-site in the aftermath of the Loma Prieta earthquake, 9/11, Hurricanes Katrina and Maria, and Northern California wildfires. Visit operates dozens of COVID-19 testing projects across the US where thousands of individuals are tested daily.

Our existing database of experienced healthcare workers combined with aggressive outreach allows our company to recruit the personnel who make up our frontline testing staff from the same communities that they serve, ensuring that they share the cultural, ethnic, socioeconomic and linguistic traits of those communities. Additionally, we guarantee the ability to proceed quickly once a contract has been awarded, as our large-scale projects for States and Municipalities have deployed in less than two weeks.

We are confident that our experience and demonstrated capabilities will allow Visit Healthcare to meet the needs of Ramapo College of New Jersey in providing reliable on-site COVID-19 testing starting in January of 2021. Given our experience in providing COVID-19 specimen collection, as well as reserving lab processing capacity of up to 30,000 specimens per day through our various CLIA-certified for High Complexity testing laboratory partners across the country – our team is confident that we will be able to meet the needs of not only Ramapo College of New Jersey, but also of all members of the New Jersey of Higher Education Purchasing Association, and other State Colleges and Universities in the State. Finally, Visit Healthcare would be willing to and capable of expanding our operations across Ramapo College in order to accommodate a vaccination program, should the need arise.

Sincerely,  
*Benjamin Fanger*  
Benjamin Fanger, CEO

*Visit Healthcare acknowledges the receipt of Addendum 1, dated 11/25/20*





## Introduction

### Company Information

Name: Visit Healthcare, Inc. | EIN Number: [REDACTED]

Contact Person: Emily Oestreicher, Vice President of Communications

Email and Phone Number: [REDACTED] | [REDACTED]

Vendor Location: 20 S Santa Cruz Ave, Suite 300, Los Gatos, CA 95030

### Assets/Services Available to Ramapo College of New Jersey Include:

- Experienced team specialized in mobile COVID-19 testing having deployed major testing operations in California, Illinois, Alaska, Texas, Ohio and smaller testing projects in half a dozen other states from coast to coast. These testing initiatives have included permanent and mobile drive-through / walk-up sites as well as testing teams visiting nursing homes, homeless shelters and other facilities that need testing
- Expert medical oversight with decades of public health and clinical experience who can recognize disease prevalence patterns and help anticipate community testing needs as the pandemic continues to develop
- PPE, tests kits, and all other equipment and materials needed for site set-up (as an FDA-registered medical device importer, we are not reliant on third party middlemen for our material needs as we maintain a ready and reliable supply chain)
- Longstanding partnerships with multiple U.S. laboratories who are CLIA-certified for the performance of High Complexity testing with ready availability and capability for rapid high volume COVID-19 RT-PCR processing with capacity for our company to use in the event that we receive a task order for such work
- Proprietary Visit Healthcare HIPAA-compliant web portal with the ability to collect patient demographic information in compliance with all public health requirements and the ability for rapid delivery of test results to those individuals who were tested as well as to designated employers or school administrators and to local and state public health authorities
- FDA Emergency Use Authorized (EUA) PCR test kits from several manufacturers who have guaranteed supply of millions of kits/reagents to our company and out partner labs – these kits averaging 98% sensitivity and near 100% specificity based on manufacturers' published literature
- FDA EUA Rapid Antigen test kits which can be used at point of care and provide results within 15-20 minutes to accommodate certain Athletic programming
- Capacity to establish and implement billing procedures as requested
- Testing results available within 24-48 hours from the time of sample collection (24 hours from the time of delivery to our labs) with results reporting to the College's designated contacts, tested individuals, and State and Local public health authorities coming directly from our labs



- Readiness to proceed quickly once a contract has been awarded – past testing projects for states and municipalities have deployed in less than two weeks
- Ability to participate in a future COVID-19 vaccination program if requested
- Capacity to adhere to all COVID-19 Vendor Guidelines posed by the College

## Visit Healthcare Approach

### Company Philosophy

Our company philosophy is that we must do all we can to test as many people as possible in order to protect our most vulnerable populations. Our hope is that we can play a pivotal role in slowing the spread of COVID-19 by offering well-established RT-PCR testing procedures, efficient site management, and a seasoned executive team capable of working professionally with our clients. We understand that it is only through a united front that our team and our clients can help stem the tide of the virus in order to save lives. It is through total transparency in communication that we not only meet, but also consistently exceed client expectations.

Visit Healthcare is committed to collaborating with and adapting to the ever-changing needs of our clients through responsive and ongoing communication. As the needs of our clients change over time, we similarly evolve our solutions. Our executive team, including our Chief Medical Officer, continues to be a liaison between our frontline staff and our clients who we are working with in order to not only ensure that all lines of communication are managed in an efficient and professional manner, but also to aid those in charge of the public health response and testing strategy for Ramapo College in understanding disease prevalence patterns in order to help anticipate testing needs as the pandemic continues to develop.

### Implementation Timeline

Visit Healthcare uses the following plan as a template for setting up our operations prior to the initial patient testing day after we are awarded a contract. Note that all of our major testing operations across the United State have deployed within 14 days of contract execution.

#### *7-14 Days Prior to Launch*

- Initiate recruitment campaign for the following positions in or near the communities where the testing sites will be set up:
  - Healthcare personnel
    - Phlebotomists
    - CMA's and CNA's
  - Logistics managers
  - Nurses
  - Data entry personnel

- Spanish, Mandarin, Vietnamese translators
- Use the following as recruitment tools
  - Visit Healthcare's existing database (confirming part-time/full-time availability)
  - Local advertisements
  - Outreach to local schools/training programs for healthcare workers
  - Social media
  - [indeed.com](https://www.indeed.com)
  - LinkedIn
- Review all applications and resumes immediately and daily leading up to launch date

#### *5-6 Days Prior to Launch*

- Visit Healthcare Site Survey Team arrives at location
  - Team will have had recent (within 72 hours) negative COVID-19 test results
- Establish Visit Healthcare local Testing Operations HQ and warehouse space (may be more than one)
- Meet with point of contact(s) within the first 48 hours of arrival to visit and confirm locations for the testing sites
- Conduct drive-by visits and potential meetings with directors/administrators of all facilities where testing will be performed
- Create a digital folder with all testing locations and site photos and details in order to disseminate to testing teams later in the week
- Continue recruiting and begin interviewing process (via Zoom or other online platform) with Visit HR team for the following positions
  - Testing team managers
  - Clinical oversight nurses
  - HQ Personnel (some might be dual-hatted)
    - Schedulers
    - Local HR/Payroll team
    - Testing Project Operations Manager and Local Clinical Oversight
- Interviews will be completed so that hiring/employment contracts for these testing operation leaders/managers can occur no later than three days prior to launch

#### *3-4 Days Prior to Launch*

- Complete all tasks outlined above and complete hiring of local personnel
- Establish HQ operations team made up of a combination of our experienced management from other testing projects and new local hires; complete onboarding of new local hires
- Newly hired testing team managers and clinical oversight nurses will be involved in the following:
  - Training on process and protocols (this includes taking/passing a post-test)
  - Physically visiting the finalized testing sites

- HQ operations personnel will take delivery of all equipment needed for testing sites
- PPE and testing sample supplies/kits will arrive to HQ to establish a stockpile that will be periodically replenished to ensure more than adequate supply for at least two weeks of testing operations in case resupply is delayed for any reason
- Visit Healthcare team will place local advertisements (and consider other means of advertising/outreach) noting the launch of COVID-19 testing sites that include details such as:
  - Locations and days/hours that the test sites are scheduled to be open
  - Website where individuals may sign up for testing
- This effort will include specific outreach to community organizations, local health departments, emergency management services, faith-based communities, as well as those that serve historically marginalized areas, and local media.
- Visit Healthcare team will print consent forms and post-test fliers noting how to retrieve test results and what to do depending on the results with all written material available in English, Spanish, and more, upon request

### *3 Days Prior to Launch*

- All newly hired personnel will come to a single temporary mobile/drive-up site that will be set up and staffed by the new managers and nurses in order to:
  - Test all new local hires for COVID-19
  - Demonstrate and practice site set-up, sample collection, sample transportation, and shipment protocols
- This includes entering all identification and demographic information for all Visit Healthcare employees into the lab portal
- This will also test the turnaround time for results, communication of results to local, state, and county health departments, and ensure all personnel are currently COVID-19 negative before starting work the following week

### *2 Days Prior to Launch*

- All new testing team members will learn of their assigned team/location and be given contact information for their team managers, clinical oversight nurses, and key HQ personnel - including the schedulers, payroll/HR staff, and all contact information for everyone else on their assigned teams with the requirement that all information be saved on their cell phones and e-mail accounts to ensure availability and to send/receive timely updated information
- All new testing team members will attend a mandatory Zoom training that reviews the testing protocol, including sample collection techniques, safety, PPE policies, and employee health
- Employees must complete/pass a required post-test in order to qualify for work
- Employee COVID-19 test results should be received by the end of this day but no later than first thing the following morning - one day prior to launch

### *1 Day prior to Launch*

- All testing team members will be contacted by phone, text or e-mail by their team managers with a clear requirement for a timely response to their manager in order to confirm knowledge of show-time and location of their assignment

#### *Launch Date*

- COVID-19 Testing operations begin
- Reporting will begin on day one noting starting time of operations at each site and for each team as well as any obvious early problems or challenges if applicable (staffing issues, weather, traffic, supply issues, etc.) along with any specific information designated by client
- At a minimum to include total numbers tested by each site or testing team

#### Supply Chain

Visit Healthcare is a registered FDA-medical device importer with access to test sample collection kits, test processing kits/reagents, PPE, and all other supplies needed for this project. Visit has a large climate-controlled warehouse located California that is used to store large quantities of test kits, PPE, and all other supplies and materials needed to manage large-scale COVID-19 operations. These materials are then shipped to other storage facilities and/or warehouse spaces to the region we are serving. These facilities are managed by a regional warehouse lead that has been trained on Visit's SOP's prior to the start of their employment. Because of this, we do not anticipate having issues with access to test kits, PPE, and all other materials and supplies needed – even if there are shortages elsewhere.

#### Specimen Collection and Reporting

Our staffing and scheduling model is framed around a seven-day per week test sample collection operation with flexible opening and closing hours that is always based on the needs of the client. In this case, our schedule can accommodate the everchanging needs of the NCAA or other Athletic departments. Visit Healthcare is able to establish a new testing site at a different location with at least 48 hours' notice. Should the College find it necessary to increase or decrease capacity as the pandemic progresses, we are similarly able to adapt our response with 48 hours' notice.

#### Test Site Set-up

Visit Healthcare's sample collection sites have the capability of collecting up to 1,200 specimens per day. Our calculations are based on experience in collecting COVID-19 specimens for PCR test at both walk-up and or drive-up sites. Each site can have one to three modules, each module staffed to enable collection of 400 test samples daily, depending on the size of the site and the ability to handle the traffic entering the site. A single testing module is made up of a canopy, two folding tables and chairs, trash cans, sample collection kit and collected specimen storage containers, and sharp/biohazard containers. The modules accommodate foot or vehicle traffic on each side and are staffed with four phlebotomists plus data entry



personnel. There is generally one phlebotomist on each side taking specimens and one assisting with the test kit preparation and specimen storage. Our teams are able to provide these services throughout the day, including afternoons and evenings and over the weekends.

Specimen collection is performed by our teams of licensed medical professionals, usually phlebotomists (who are experienced handling specimens and proper use of PPE). A physician assistant, nurse practitioner or other clinical supervisor will periodically visit the site, especially in its initial phase of operation, to observe specimen collection and handling, PPE compliance, and provide assistance and additional training when needed. A logistics manager oversees the setup, take down, PPE inventory, specimen packing, transportation, shipping, and overall operations. Once the site is taken down and site materials are loaded, the logistics manager transports the equipment and materials to a secure storage location. These sites can be setup and taken down in 30 minutes.

The mobile site locations are typically visited by a logistics manager prior to setup. They would work with the school administration to determine the optimal layout that best accommodates the movement of foot or vehicle traffic. Traffic backups and testing throughput are managed by promoting the ability to preregister and schedule testing through our web portal. Typically, traffic comes in from one to four lanes, depending on the size of the site, and will be controlled by one to two staff members wearing yellow safety vests. The traffic will then be directed with signage and between cones that lead the walk or drive-up participants to the data entry point, to the modules for specimen collection, and the direction to exit the site.

#### HIPAA-Compliant Web Portal

Visit Healthcare has developed and currently utilizes a proprietary web-based HIPAA-compliant portal into which participants are able to log in to register and create an account with their information (including identifying and contact information, demographics and whether or not they are suffering from symptoms). For our testing sites, we always have access to a WiFi hotspot as well as laptops, note pads, and portable printers.

A screening symptom questionnaire and consent form is collected for each individual prior to their participation in testing. Those who don't have access to the internet can call our 1-800 number to make an appointment. The call center is available during the business hours of 8:00 a.m. - 7:00 p.m. Eastern Time, seven days a week, including holidays. All staff are also trained to assist participants in registering through our portal in person. All data collection staff are fully equipped with the necessary PPE in order to keep our patients safe.

Once a participant is in our data portal system and has signed up for an appointment, they will receive an email and/or text with the ability to add the appointment to their calendar. Participants will also receive a reminder email and/or



text prior to their scheduled appointment. If a participant does cancel their appointment, that slot will automatically reopen for other participants to book. Registered participants will have the ability to schedule and/or reschedule their appointment at any time.

#### PCR and Antigen Collection

All test samples are procured by trained healthcare professionals with experience in clinical specimen collection, infection control and the use of PPE. Our personnel are familiar with widely used sample collection modalities (i.e. venipuncture, “finger-prick”, and nasal/oral swabbing). Still, additional training will be provided to newly hired sample collection personnel to reinforce adherence to best practices as recommended by the CDC and to address sample collection kit and test kit specific requirements. Visit Healthcare has found anterior nares nasal swab collection for RT-PCR test processing of the samples collected by our trained healthcare workers to be best tolerated sample collection method and most sensitive and specific type of lab-based testing and would preferentially utilize this technique and test for our testing operation. Moreover, based on our experience in statewide community-based testing in Illinois, it is relatively easy to pivot to a self-swab model where our trained healthcare workers instruct and observe those being tested to collect their own samples - providing an acceptable alternative that minimizes exposure of our staff and perhaps provide a more efficient manner to collect samples. Whether the final determination by the client is to have our testing sites perform standard PCR tests for COVID-19 or to have our specimen collection personnel instead conduct a rapid antigen test on site, with results available and reportable to the person tested within 15-20 minutes, our personnel would utilize the same sampling technique.

#### Test Kits

With regard to RT-PCR test kits, all of our lab partners utilize kits which are FDA Emergency Use Authorized (EUA) from several manufacturers who have guaranteed an uninterruptable supply of kits/reagents to our company and our partner labs – these test kits averaging 98% sensitivity and near 100% specificity based on manufacturers' published literature. All manufacturer, CLIA, MDPH and FDA guidelines will be complied with in the collection, administration and processing of these COVID-19 RT-PCR tests.

With regard to rapid antigen test kits, also performed under the CLIA of our partner lab, these kits will have received FDA EUA or will be registered with the FDA with application for EUA in progress. As in the case of all rapid antigen testing, which actually only have EUA for use in symptomatic patients within the first 5 days of symptom onset (when they are most accurate), but which are currently being used “off label” for the screening of asymptomatic individuals, the sensitivity is not expected to be as high as the “gold standard” RT-PCR testing, although the specificity will still approach 98% - meaning very few false positive results. Thus, when this testing option is selected by school administrators, perhaps as part of the 3-times-per week testing of those student athletes (such as basketball players) at

highest risk for contact, there is a significant likelihood of receiving a false negative result – as sensitivity in such cases is likely only 50% at best (see recent CDC study of the use of rapid antigen testing in Wisconsin College Students). Again, this issue is true with any rapid antigen test kit. This can be somewhat mitigated by including at least one RT-PCR test for each student athlete each week.

#### Emerging Testing Technology Options

Visit Healthcare continuously monitors the scientific literature and releases by the CDC, NIH, and FDA to keep up with the latest COVID-19 testing recommendations and testing options as they are evaluated and receive FDA EUA. Related to this are our ongoing relationships with COVID-19 test innovators, one of whom is in the process of developing and hopefully exporting a saliva-based COVID-19 testing technique that bypasses the need for RNA extraction - obviating the need to use medically-trained sample collectors while also making this test much faster and much less expensive than current RT-PCR tests due to a reduction in test kits and reagents needed to process the saliva sample, with no loss in sensitivity and specificity. Should Visit Healthcare be involved in a major testing operation for the College when our partner is ready to export this technology, our company would be willing to dramatically alter our test sample collection model (since medically-trained personnel are not required in a saliva collection) and reduce our pricing for each test to match the new reality - greatly benefiting the students, faculty and staff of the College and those financing COVID-19 testing for the college community.

#### Preparation/Storage

In the case of PCR testing, all unused specimen collection materials will be stored according to test kit manufacturer recommendations. As mechanical refrigeration may not be available, thermally insulated coolers filled with reusable ice packs will be used to store collected samples and materials that require refrigeration. To avoid cross contamination, separate coolers will be used to store unused sample tubes and collected specimens.

#### Transportation

Again, for PCR test samples collected at one of our testing sites, at the end of the testing day, staff will transport the specimens to the designated laboratory, or package and ship (if using a remote lab) within 4 hours of the closing of the testing site for next day delivery to our partner lab(s).

#### PPE Training

Our experienced phlebotomists are trained to a high standard in the use of PPE and universal precautions. As they use PPE daily in their duties, with regular refresher training, no additional training is necessary for this project. Regardless, Visit Healthcare clinical supervisors always conduct initial and refresher training focused on infection control, proper PPE use, and specimen collection and handling



procedures. Quality checks and inspections are subsequently conducted at all testing sites for the duration of our testing operations.

#### Risk Mitigation of COVID-19 Transmission

Visit Healthcare is committed to the wellbeing and safety of our staff and patients. Although not a healthcare setting, our test sample collection operations expose our employees to hundreds of individuals each day. While the majority will be proven to not be infected with COVID-19, a small number will be infected and thus capable of transmitting the virus to our employees during the approximate 30 seconds when the individual removes their mask during the oral self-swab sample collection procedure. Those who are explaining and observing the sample collection are at some risk due to their proximity to the individual who is temporarily unmasked. Others who are not within six feet of the test sample collection procedure are deemed to be at lower risk of being infected from respiratory transmission of the virus from a potentially infected individual being tested.

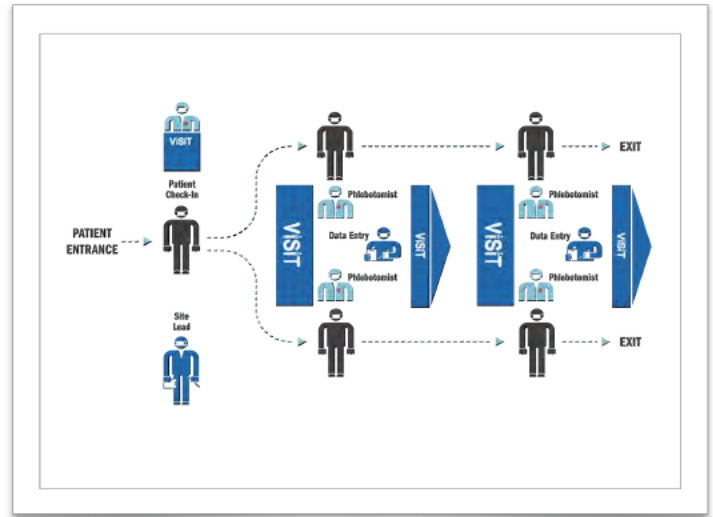
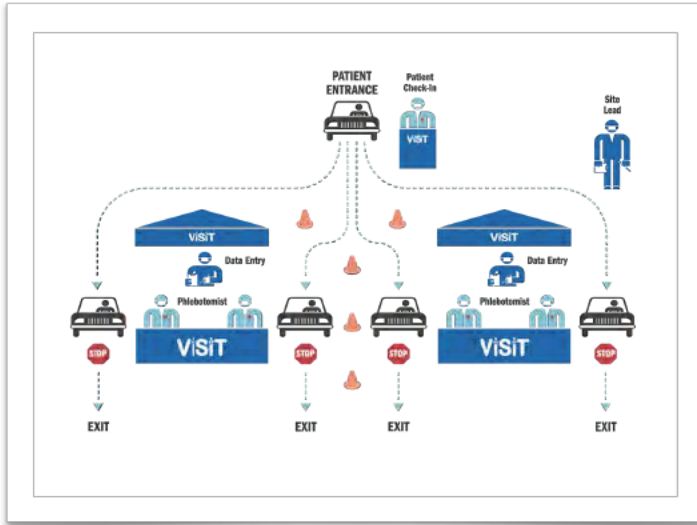
The primary measure to mitigate the risk of transmission through respiratory exposure to infected individuals is the use of a mask (surgical or KN-95) along with a face shield. Based on a review of the literature related to the protection afforded by masks in a healthcare environment (from June 18, 2020 Annals of Internal Medicine), there was no clear evidence that N-95 was more effective than surgical masks. Still, Visit Healthcare provides all of our staff KN-95 face masks and face shields.

Specimen collection at all of our testing and test sample operations has been accomplished by our teams of medically trained personnel, phlebotomists, medical assistants or certified nursing assistants utilizing PPE consisting of face mask (usually KN-95 mask) and face shield plus nitrile gloves and protective gown. Compliance with the PPE protocol is ensured through a program of initial PPE refresher training of newly hired personnel and continuous reinforcement of proper PPE utilization by managers, clinicians, and clinical leadership including periodic inspections/audits of the testing sites.

In addition to the PPE requirements, Visit Healthcare requires glove changes after every sample collection/handling, frequent hand washing or use of hand sanitizer, and social distancing whenever possible for our staff. Our staff are never allowed to be without a face mask within six feet of any other staff member – e.g., lunches and breaks to drink water are only allowed one person at time and distanced from others.

We require all individuals being tested to comply with State-mandated mask wearing requirements except for the brief period that samples are collected, to maintain at least six feet (or more) distance between themselves and others in line to test (when not in their own vehicles at a drive-through site), and always use disinfection solution to clean chairs and tables between each individual tested.

## Diagrams Illustrating Typical Single-Module Testing Site (drive-thru and walk-up)



## **Reporting System and Documentation Process**

### Laboratory Operations

For PCR testing, our partner laboratories supply sample collection vials with viral transport media that include pre-printed bar-codes used to create an electronic laboratory requisition when the bar code is scanned and associated with a patient who has been registered and entered in our database at the time that a COVID-19 specimen is collected. This ensures that a unique identifying code is associated with each person tested – which follows that individual to the point when results are reported after processing of the specimen.

After the sample collection vials are received by the laboratory, they are verified against electronic and paper requisitions and spreadsheets that accompany the shipping packages containing the specimens. They are then processed by our labs which are CLIA certified for the performance of High Complexity Laboratory Tests using FDA EUA RT-PCR testing kits and reagents to determine if each individual specimen contains viral material that would be indicative of infection with SARS-CoV-2 (COVID-19) – generally recorded as “undetected” or “detected”.

The results are then uploaded to the laboratory’s LIMS (laboratory information management system) to create a file with results placed against each individual-associated sample collection vial so that results can be e-mailed to those who were tested (or to their parents or guardians) through Visit Healthcare’s data portal and so that local and state public health authorities can receive the same information directly from the laboratory. Assuming that a HIPAA waiver has been provided by the individual tested or their parent/guardian, a spreadsheet listing all results for all those tested is provided to an employer or designated school administrator. All



positive results are called to the individual tested by one of Visit's nurses or physicians within hours of confirmation by the testing laboratory.

In the case of rapid antigen testing for COVID-19, the same type of sample is collected, but instead of the swab tip being placed into a sample collection vial, it is used to place the specimen into the rapid antigen test cartridge. The simple step by step directions are followed by our testing personnel which result in a determination of a positive or negative result within 15 minutes. For a rapid antigen testing site, it would be optimal if those being tested could return at a scheduled later time to learn of their results – which would still need to be recorded in our results reporting system so that they could be provided to school administrative and local and state public health officials.

#### Data Management and Results Reporting

Visit Healthcare has developed and currently utilizes a proprietary web-based HIPAA-compliant portal into which participants are able to log in to register and create an account with their information. This portal adheres to all State, Federal, CARES Act, and the College's own COVID-19 Vendor guidelines. Components of our portal include but are not limited to:

- Data fields required by the College and other State and Federal reporting agencies as requested
- Patient name, address, email, and phone number
- Demographic information
- Health insurance information
- Employment type
- Travel history
- Health status (pre-existing conditions, presenting symptoms, etc.)
- First-time or recurring participant
- Appointment prioritization for critical populations (criteria pending)
- Preferential appointment capability for specified contact tracers (criteria pending)

In addition, our portals functionality includes the ability to:

- Register minors with parental or legal guardian approval
- Track counties/cities of residence for those who are non-New Jersey residents
- Include patients' primary contact information
- Distinguish between patient types
- Have test results available in a downloadable record in the patient's preferred language

For both data collection and reporting, we are able to adjust these requests and requirements based on the needs of our client while ensuring all information adheres to state, local, and federal specifications. Visit Healthcare is able to customize any aspect of the intake and reporting process in a short amount of time.

This data will be compiled weekly and reported monthly – data analysis will include a focus on infection positivity rates and incidence rates by age, gender, race, location of residence (zip code), size of household, language spoken in household, symptoms, exposure to others with infection (contacts), medical conditions, and other specific demographic categories as designated by the College or State Public Health Officials.

Lab requisitions, whether for PCR testing or rapid antigen tests, are created at the time of COVID-19 test sample collection and then digitally transferred to our partner labs with subsequent results of the rapid antigen test loaded into the system by our on-site testing personnel whereas RT-PCR test processing results are digitally loaded back into the secure portal by the lab, allowing for rapid result notification to those tested through email or text while local and State Public Health authorities are provided all results in the manner that they designate. With our laboratory partners across the United States, Visit Healthcare averages a turnaround time of 24-48 hours from when the lab receives the PCR test specimens. In the specific case of our lab partner, Skippack Medical Lab, in Bristol, PA – with the ability to deliver by courier all collected specimens for RT-PCR testing at the end of each day – we can assure that the individuals tested and designated College administrators will have results communicated to them between 24-48 hours from the time of sample collection

Information sheets regarding recommended actions are distributed to all testing participants at the time that their sample is collected at the testing site. Those guidelines for action include recommendations regarding the need for isolation from others pending discussion with their own healthcare provider for those found to be COVID-19 positive or who have or develop symptoms.

When an individual is tested using a rapid antigen test, they are notified soon afterwards. For PCR testing, all positive test results are called to the tested individual's contact telephone number and communicated to them or to their parent or guardian (if a minor) within eight hours of being reported by the lab. In either case, positive results reported are accompanied by counseling by a Visit Healthcare nurse in person or over the phone to ensure appropriate measures, including isolation and follow-up assessment by each institution's Student Health Center and/or by a local medical provider will take place. They are also made aware that they should expect a call from school, local, County or State Public Health authorities so that contact tracing may be conducted.

#### Ongoing Review of Testing Program Quality

Visit Healthcare and our clinical leadership team have created a comprehensive quality assurance program through periodic and frequent inspections of all of our testing sites by clinical staff, scheduled weekly call-in meetings for communication with site management and site-specific clinical staff, and cooperation with subject

matter experts from outside of our company. These inspections and weekly information exchange sessions concentrate not only on identifying areas and processes for improvement, but on educating our workforce of sample collection and data collection personnel with a focus on making our test sites as safe and as efficient as possible – serving both our employees and those who utilize our testing services. We continuously assess COVID-19 test results for any unusual or unexpected variations in test positivity rates in an effort to identify any particular test sample collection sites that might have experienced an issue with inadequate sample collection or contamination – either at the point of sample collection, the period of time when specimens are handled and transported, or even after delivery to the lab.

We also watch for variations between labs in terms of numbers and percentages of positive results – sometimes retesting positive cases using a different lab in an effort to try to ensure consistency in testing and results. Our comprehensive employee health program is another opportunity to evaluate our success in the proper use of PPE and other measures to minimize the risk of workplace acquired COVID-19 infection in our workforce.

Finally, and importantly, Visit Healthcare does not assess our own performance in isolation. We pride ourselves on maintaining a close working relationship with our clients, and will be continuously seeking the College's point of view as it relates to the safe and effective performance of our core tasks. We ensure this through additional scheduled conferences with the College's designated point of contact for constructive feedback as well as to collaborate with those clients on how best to address current challenges and to jointly develop strategies to tackle anticipated future challenges – such as preparing for seasonal weather pattern variations, the changing nature of the pandemic, updating procedures to incorporate the latest recommendations from CDC, OSHA and the scientific and public health community, and how to best adapt testing operations to the newest FDA-EUA devices, products and methods of test sample collection and laboratory processing.

### Billing

Visit Healthcare has the capacity to establish and implement billing procedures as requested by Ramapo College of New Jersey for all approved tests performed. For this project, we will make every effort to bill through insurance for testing services, and if we cannot bill through the student's or accompanying staff's private insurance, we will bill the College.

### Optional Services

Because all of the local staff that we hire are trained healthcare workers with experience in clinical specimen collection and infection control, and overseen by licensed medical providers, our COVID-19 sample collection teams can easily become immunization teams, helping ensure that vaccines, whether against influenza or SARS-CoV-2, are available to those same students, faculty and staff of



Ramapo College of New Jersey outside of the traditional vaccine services available at clinics and pharmacies.

Finally, as Visit Healthcare will be equipped with our own VisiTest IgM and IgG point-of-care COVID-19 antibody test (currently undergoing validation by our partner laboratory and FDA registration and application for EUA) we will be uniquely equipped to aid University, County and State public health authorities in determining both prevalence of current immunity in the student and faculty population as well as the success of a future COVID-19 vaccine in conferring such immunity.

#### Visit Healthcare Experience

Visit Healthcare CEO, Benjamin Fanger began his career as the founder of Healthsource Global Staffing, an emergency staffing company for hospitals systems nationwide in 2004. Mr. Fanger also owns businesses in China related to the sourcing of medical equipment. In 2015, he launched Visit Healthcare, a business that initially focused on at-home or workplace specimen retrieval for healthcare diagnostics that has since pivoted into COVID-19 testing across the U.S. for private industry, government entities, and higher education institutions such as the San Francisco Conservatory of Music. Visit Healthcare and its partners have also launched scores of COVID-19 testing sites in cities and towns throughout the U.S., including taking over testing sites for the National Guard in Illinois and deploying multiple community-based sample collection/testing sites and facility testing teams in the Municipality of Anchorage and Portage County of Ohio.

#### State of Illinois

Less than two weeks after being awarded a contract to deploy COVID-19 test sample collection teams throughout the State of Illinois in June, our team was able to recruit, hire and train hundreds of local healthcare workers, drivers, and data collection personnel, recruit and hire multiple local licensed medical providers to oversee the testing site clinical operations, procure and distribute necessary equipment, vehicles, and supplies, and quickly establish a central headquarters with on-site logistical management and local high-level clinical oversight with public health expertise. We worked closely with Illinois Department of Public Health (IDPH) and local laboratories which had been contracted by the state, resulting in the ability to quickly stand up six mobile community testing sites across the state in urban, suburban, and rural environments, plus six mobile facility testing teams (focused on long-term care facilities) distributed state-wide. We also worked closely with both IDPH and the Illinois Army National Guard even before we launched our own test sample collection sites/teams on the ground as we planned and executed our assumption of operations and control of over a dozen additional well-established community-based test sample collection sites from the Illinois National Guard weeks ahead of schedule – rapidly expanding to a total 22 testing sites/teams.



Our Illinois operation currently tests approximately 12 thousand people daily and was recently asked to extend our testing footprint through the deployment of additional mobile community test sample collection sites in the more rural Central and Southern parts of the state in response to the recent increase in disease prevalence and test positivity rates in those areas. We expect testing to ramp up this Winter in Illinois to between 15 and 18 thousand tests per day.

Understanding the priorities of the Illinois Department of Public Health (IDPH) continues to be the most important aspect of this ongoing project. We have worked closely with them to adapt our processes and procedures to meet changing needs and challenges – from adding additional mobile testing sites/teams in response to the recent uptick in disease prevalence to our focused and innovative preparation for winter weather through the extensive redesign of our fixed community-based testing sites and alteration in our procedures (moving from our staff performing anterior nares nasal swab specimen collection to instructing and observing individuals being tested in self-collection of their own nasal swabs). Our executive team, including our Chief Medical Officer and Overall Clinical Lead – both of whom will be available to apply their focus and concentration to producing a similarly successful testing operation for College - continue to serve as liaisons between frontline staff, regional clinicians and managers and IDPH to ensure responsive and mutually beneficial communication.

Over the past several months in Illinois, we have gained the knowledge and cultivated the efficiencies necessary to enable our experienced team to provide safe and efficient large scale and geographically diverse test sample collection operations including the appropriate handling and delivery of specimens to those labs designated by the State to process the samples for COVID-19 RT-PCR testing. We have worked closely with the labs designated by the State to process the specimens collected and with IDPH in the development and refinement of our operational protocols and procedures to ensure infection control, improve quality of specimen collection, labelling and delivery, produce excellent customer service, and maximize the efficiency of daily sample collection operations. That work has resulted in well-established channels of communication and collaboration as we continue to concentrate on the quality and effectiveness of our testing mission. Finally, our leadership has cooperated closely with the State of Illinois and IDPH as it engages in a major transformation of its data collection and result reporting IT infrastructure which is expected to be complete by the end of this month to better serve the people of Illinois and its public health authorities in their efforts to effectively and rapidly identify cases, communicate results to those tested, and conduct the necessary contact tracing to impact the surging pandemic.

#### Municipality of Anchorage, Alaska

Visit Healthcare was also awarded a contract by the Municipality of Anchorage, Alaska. Our actions there, again during the 14 days after the contract was finalized, included the establishment of a headquarters and warehouse, the hiring of local

supervisory and management personnel and the recruitment, hiring, training and on-boarding of enough local healthcare and management talent to support the deployment of five community-based testing sites throughout the city and other additional testing teams focused on congregate facilities such as long-term care facilities and homeless shelters. For this ongoing operation, Visit Healthcare has utilized the test processing services of several partner laboratories in the “lower 48” as we have worked to provide the quickest turnaround time from sample collection to result reporting as possible, in spite of the need to transport the specimens collected on overnight shipping to labs thousands of miles away from our test sample collection sites/facility teams. We have also conquered the data collection, electronic lab requisition creation, and result reporting challenge through the use of our own proprietary electronic portal/tool which ensures that individuals who were tested get their test results along with important follow-up information and clinical/public health recommendations sent directly to them via e-mail, while those who are positive are also contacted directly in a telephone call by one of our clinical nurses within hours of receiving those results from the lab.

In late Summer our Anchorage, Alaska testing operation uncovered a large outbreak of COVID-19 in the homeless there through our testing activities in multiple shelters and were key to the prompt identification and isolation of those with active infections as they were moved to local hotels to prevent further spread within the shelter population. We worked closely with municipal public health authorities and the State Epidemiologist and Division of Public Health as well as the managers and staff of the various homeless shelters on focused and frequent follow-up testing and also developed a plan to extend our reach by going out to homeless encampments outside of the shelters in a successful effort to provide access to COVID-19 testing for this difficult-to-reach group. Every encounter with a member of the homeless population, whether in the shelter environment or at one of the homeless encampments was an opportunity for our clinical staff to respectfully inform and educate those individuals regarding appropriate preventive measures, offer face masks and a small “care package” of sundries, including hand sanitizer, as well as ascertain how many were suffering from symptoms that could be attributable to an active case of COVID-19 infection. More recently, Visit Healthcare worked closely with local service organizations and public health authorities during our testing outreach to offer and provide vaccination against influenza to this same population. We anticipate being intimately involved with those same partners to help deploy a COVID-19 vaccine in the coming year.

#### Portage County, Ohio

Most recently, Visit Healthcare was awarded a contract with the Portage County Department of Health in Ohio. The duration of this contract, at this point, is from November 10, 2020 to December 15, 2020, and includes setting up community testing sites (both indoor/walk-up and outdoor/drive-thru) at various locations throughout the county. Similar to other projects, Visit Healthcare was awarded the contract and launched its first community testing site within 10 days of award. Prior





to the launch of the site, the Visit Healthcare team had already recruited and oriented a team of local hires, trained a local project lead to manage the on-site logistics and testing reconciliation, and coordinated with a local lab partner the process of submitting results and demographic information to both state and local authorities in a timely manner.

In addition, our in-house resulting department managed all post-test communication with the individuals who were tested including emails notifying all patients of their results and a call from a nurse practitioner if the results were positive. On our first day of testing in Portage County, 1/3 of every individual tested was positive. That trend continues in the county and we continue to provide the testing and communication needed both to the proper officials and the individuals who were tested, to aid in the awareness and potential slowing of the spread of COVID-19 in Portage County and Ohio as a whole.

#### San Francisco Conservatory of Music

With regards to higher education, Visit Healthcare also has experience providing COVID-19 specimen collection, lab processing with fast turnaround times, and continued surveillance testing for San Francisco Conservatory of Music students, professors, and staff in order to allow in person classes to be conducted amidst a pandemic. Although differing in size from the operation CSU expects to run due to an overall smaller enrollment of students, our contract with SFCM enables us to understand guidelines and comply with all campus-based policies specific to higher education institutions such as CSU. To date, Visit Healthcare has conducted upwards of 700 tests for SFCM – promptly calling all students found to be infected and providing counseling and recommendations to the student and supervising faculty.

#### About the Team

Visit Healthcare employs a large and specialized team across the country, most of whom are licensed healthcare workers and medical professionals, and all of whom have experience performing the services, data collection and analysis outlined in the RFP. Our leadership team consists of:

#### Benjamin Fanger, Chief Executive Officer, Visit Healthcare

Mr. Fanger founded Healthsource Global Staffing, a company that staffed major teaching hospitals and hospital systems nationwide during emergency situations. After building Healthsource into a national emergency staffing leader, he and the other founders sold the business to the largest healthcare staffing company in the U.S. (NYSE:AMN). In 2015, he also founded Visit Healthcare, which is a business that specializes in at-home or at-workplace specimen retrieval for healthcare diagnostics. Mr. Fanger also owns businesses in China related to the sourcing of medical equipment. He holds a JD and MBA from the University of Chicago. For this project, Mr. Fanger would provide executive oversight for the recruiting, hiring and training of our testing team members and other support personnel, oversee data

collection and result reporting and serve as a key point of contact for the College – handling all issues related to the contract.

Patrick Miles, MD, MPH, Chief Medical Officer, Visit Healthcare

Dr. Patrick Miles is a physician with extensive experience in operational medicine, internal medicine, preventive and occupational/aerospace medicine. The bulk of his career has been spent in service to his country, initially as an internal medicine physician practicing both outpatient and inpatient primary health care in Air Force hospitals and clinics, stateside and overseas, and participating in multiple overseas deployed medical operations and contingencies. At mid-career, he was sent by the Air Force to Harvard School of Public Health for his MPH. While there he created and led a seminar entitled, “War and Public Health” in 2001. He was intimately involved in pandemic influenza planning during the latter part of his career, coordinating with local, State, and Federal agencies, including the Department of Defense, Veterans Administration, and multiple New Mexico civilian hospitals in conjunction with New Mexico Department of Health personnel. Dr. Miles attended Texas A&M University for his undergraduate studies and earned his MD from Texas A&M University College of Medicine. He performed his internship and residency in Internal Medicine at the Ohio State University Hospitals and later additional post-graduate medical training in Aerospace Medicine and Preventive Medicine at the USAF School of Aerospace Medicine. Board-certified by the American Board of Internal Medicine since 1989, he attained the same from the American Board of Preventive Medicine in 2003. Dr. Miles has maintained an active license to practice medicine in the State of Texas for more than thirty years and also has held an active medical license for the last decade from the State of New Mexico, where he currently resides. Dr. Miles obtained emergency medical licensure in the State of Illinois earlier this year so that he can provide medical oversight to our ongoing COVID-19 testing operations there. For this project, Dr. Miles would provide clinical and public health oversight to the testing operation, and would serve as one of the prime consultants and advisors to the College as it formulated its testing strategy, contact tracing protocols, and developed its pandemic risk assessment, mitigation and management plans.

Kai Tao, ND, MPH, CNM –Designated Clinician with extensive infection control and Public Health Experience - Kai Tao is an Advanced Practice Nurse with extensive experience in health policy, population health programming, and clinical operations. Her clinical experience includes opening a private practice for underserved women in Arizona to starting affordable male reproductive health services, such as vasectomies. For the last 15 years, she has served on the clinical faculty at Northwestern Prentice Women’s Hospital where she provides full scope intra-partum care (Certified Nurse Midwife)) with a federally qualified health center. In 2013, she worked under Governor Quinn as a Senior Policy Advisor to the Director at the Illinois Department of Healthcare and Family Services (IL Medicaid). She co-created the *Illinois Family Planning Action Plan*- a multi-pronged approach to increasing contraceptive access via payment reform and implemented system

changes to improve quality of care for women and families in Medicaid. She served on the American College of Obstetrics & Gynecologist's (ACOG) Patient Safety and Quality Improvement Committee from 2010- 2015 (via ACNM) and continues to serve as an ACOG surveyor for the Safety Certification in Out -Patient Excellence (SCOPE) and the Voluntary Review of Quality of Care (VROC). Prior to starting Juno4Me, Kai was the Deputy Commissioner/ Chief Program Officer for the Chicago Department of Public Health overseeing the Maternal, Infant, Child and Adolescent Health Bureau and STI/HIV Bureau. Kai is a consultant advisor to the Illinois Perinatal Quality Collaborative, a voting member for the Illinois Medicaid Advisory Council, and is a board member with Health and Medicine Policy Research Group. Kai received her Master of Science and Nursing Doctorate from the University of Colorado Health Sciences Center and her Master of Public Health from Harvard School of Public Health. For this project, Dr. Tao would provide clinical training with attention to quality of specimen collection, PPE and infection control adherence and would provide oversight to those local nurses and clinicians assigned to the test sample collection operation. She would also serve as one of the prime consultants and advisors to the College as it formulated its testing strategy, contact tracing protocols, and developed its pandemic risk assessment, risk mitigation, and risk management plans.

Jordan Hatcher, MPH, Designated Public Health Consultant with extensive experience managing large scale COVID-19 Testing Operations

In her current role, Jordan develops and oversees the implementation of policies, procedures, and processes for a management and clinical staff of over 50 people to ensure adherence to clinical, logistical, and customer service protocols. Ms. Hatcher oversees reporting to the State of Illinois for daily testing numbers and communication on key bottlenecks or opportunities affecting program operations. Prior to that, Ms. Hatcher worked with United Nations Foundation where she supported strategic engagement and partnership building across government, civil society, youth and donors to advance national health policy, financing, and programmatic goals in six countries. She has previously supported multiple infectious disease outreach programs including for malaria and HIV prevention in Sub-Saharan Africa and is a former Peace Corps Volunteer proficient in Spanish, French, and Wolof. Ms. Hatcher obtained her MPH degree from the Johns Hopkins Bloomberg School of Public Health with a concentration in Social and Behavioral Sciences. For this project, Ms. Hatcher would also serve as one of the prime consultants and advisors to the College as it formulated its testing strategy, contact tracing protocols, and developed its pandemic risk assessment, risk mitigation, and risk management plans.

Olympia Bliss, Chief Operating Officer, Visit Healthcare

Olympia Bliss is the Chief Operating Officer of Visit Healthcare, Inc., managing the company's operations. She began working with the firm at its inception in 2015. Olympia has over a decade of experience managing corporate operations for firms in several different industries. In these roles, she has overseen logistical



operations, supply chain management, corporate accounting, client communications, and a variety of initiatives nationally and internationally. She holds a B.A. in Business Administration from San Jose State University and is a certified COVID-19 Compliance Officer. For this project, Ms. Bliss would oversee the hiring, HR management, and payroll of all personnel involved in the testing operation while also handling the invoicing of the College for testing and other services provided by Visit Healthcare.

Emily Oestreicher, Vice President of Communications, Visit Healthcare

Emily Oestreicher is an accomplished marketing strategist focused on brand optimization and building team cohesion. Oestreicher began her career in marketing and event management in San Francisco with Joie de Vivre Hospitality where she merged the creative community with the corporate, initiating partnerships with film, comedy, and food festivals. Oestreicher then became the Director of Marketing for the Disposable Film Festival while also managing events inside the J. Rusten Furniture Studio. Oestreicher became the Marketing Supervisor and Public Information Officer for San Joaquin Regional Transit District and has since focused her efforts on leading the communications for Visit Healthcare. Oestreicher received her BA in American History from UC Santa Cruz, is a graduate of the University of the Pacific Good Government Learning Cohort, the Westgate Center for Leadership and Management, and has won three, 1st place awards for marketing excellence from the American Public Transportation Association. For this project, Ms. Oestreicher would lead the logistics planning for the test operation, deployment of the testing teams, develop and implement a communication strategy aimed at educating and informing the students, faculty and other associates of the College and aid in the training and oversight of data collection and result reporting.

Jeff Wills, Vice President of Industry Outreach, Visit Healthcare

Jeff has over 30 years of event management and production experience working for such companies such as MTV, ABC, Sony Playstation, and Microsoft. He has extensive knowledge and experience managing events ranging from tradeshow, music festivals, concert tours and has been working as the Stage Manager for the Brit Awards in London, England for the past 10 years. Five years ago, he changed career paths and started working in the Emergency Room at St Thomas' Hospital in London, England as Senior Phlebotomist/EMT. He relocated to Los Angeles two years ago to work in the ER at UCLA. He is also a Certified COVID-19 Compliance Officer. For this project, Mr. Wills would be involved in the training of all newly hired local healthcare personnel in the safe collection, handling and shipping of test specimens – including infection control and the use of PPE.

Lance Fanger, Visit Healthcare VP of Recruitment, Lance was a co-founder of Healthsource Global Staffing where he was the CEO of the company for ten years before selling it to the largest healthcare staffing company in the U.S. (NYSE:AMN) in 2016 at which time he continued as President for two and a half more years. During this time, Lance was instrumental in deploying 126,000 healthcare workers

to provide staffing in response to crisis situations (Hurricanes, fires, work stoppages, and pandemics) for large healthcare systems such as Kaiser, Dignity Health, UC Medical Centers, and Stanford/Lucile Packard. He received his BA in Business and Philosophy from Utah State University. For this testing operation, Mr. Fanger will oversee a team of recruiters and will implement a scheduling procedure for each test site for the College.

## **References**

### Municipality of Anchorage, AK

#### COVID-19 Testing

Contact: [REDACTED], Municipality of Anchorage Director of Public Health

Email: [REDACTED]

Phone: [REDACTED]

Dates: 07/31/20 - 01/20/21 with the possibility of extension

Contract Value: \$5.6 million

### State of Illinois - Department of Health

#### COVID-19 Testing

Contact: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Dates: 6/08/20; six-month contract

### Portage County, Ohio

#### COVID-19 Testing

Contact: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Dates: 11/10/20 - 12/15/20 with possibility of extension

### MGM Television and Entertainment – Fargo, Season 4

#### COVID-19 Testing

Contact: [REDACTED], HSS

Email: [REDACTED]

Phone: [REDACTED]

Dates: 8/3/2020 – 10/9/20

### San Francisco Conservatory of Music

#### COVID-19 Testing - On campus

Contact: [REDACTED], Associate Dean of Student Affairs

Email: [REDACTED]

Phone: [REDACTED]

MarVista Entertainment

COVID-19 Testing

Contact: [REDACTED], SVP of Production

Phone: [REDACTED]

Dates: On-going

**Partner Laboratories**

- Skippack Medical Lab (Bristol, PA) – primary partner for this proposal
- CoreBio Lab (Cleveland, OH)
- Andor Labs (Raleigh, NC)
- Alaine Diagnostic (Houston, TX)
- FC Lab (Chicago, IL)
- Universal Diagnostic Lab (Van Nuys, CA)
- Signal Diagnostics (Los Angeles, CA)
- TargetDX Laboratory (San Jose, CA)
- Biocept Lab (San Diego, CA)
- Discover Genomics (Irvine, CA)
- Oxy-Gen Laboratory (Atlanta, GA)
- Beechtree Molecular (Anchorage, AK)
- XGene Diagnostics (Frederick, MD)

## SUMMARY INFORMATION SHEET

FIRM NAME: <u>Visit Healthcare</u>
1. NUMBER OF YEARS FIRM HAS BEEN IN OPERATION: <u>5 Years</u>
2. CONTACT/LOCATION OF THE RESPONDENT'S OFFICE THAT WILL BE RESPONSIBLE FOR MANAGING THIS CONTRACT: NAME: <u>Benjamin Fanger</u> TITLE: <u>CEO</u> ADDRESS: <u>20 S Santa Cruz Ave, Suite 300, Los Gatos CA 95030</u>  PHONE: _____ CELL PHONE: <u>[REDACTED]</u> EMAIL: <u>[REDACTED]</u>
3. NAME(S) AND TELEPHONE NUMBER(S) OF MANAGEMENT PERSONNEL TO BE CONTACTED IF PROBLEMS OR EMERGENCIES OCCUR: <u>Benjamin Fanger [REDACTED]</u> <u>Olympia Bliss ([REDACTED])</u> <u>Emily Oestreicher ([REDACTED])</u>
<b>CURRENT CONTRACTS</b> 4. PLEASE LIST THE NEW JERSEY AGENCIES, US GOVERNMENTAL AGENCIES, PUBLIC AND PRIVATE COLLEGES AND UNIVERSITIES NOW UNDER CONTRACT WITH THE RESPONDENT FIRM: <u>N/A</u> _____ _____
5. PLEASE LIST REFERENCES WHERE SIMILAR TYPE SERVICES WERE PROVIDED. PROVIDE THE NAME, TITLE, AND TELEPHONE NUMBER OF AN INDIVIDUAL AT EACH REFERENCE SITE WHO CAN PROVIDE AN INDEPENDENT ASSESSMENT OF THE PROPOSER'S PERFORMANCE:  COMPANY NAME: <u>N/A</u> NAME/TITLE: _____ TEL.#: _____ EMAIL #: _____  COMPANY NAME: <u>N/A</u> NAME/TITLE: _____ TEL.#: _____ EMAIL #: _____  COMPANY NAME: <u>N/A</u> NAME/TITLE: _____ TEL.#: _____ EMAIL #: _____
6. PLEASE LIST CONTRACTS THE RESPONDENT HAS HAD TERMINATED DURING THE LAST THREE YEARS WITH THE REASON THE CONTRACT WAS TERMINATED FOR EACH JOB. IF NONE, INDICATE SO: TERMINATED CONTRACT: <u>N/A</u> TERMINATED CONTRACT: <u>N/A</u> TERMINATED CONTRACT: <u>N/A</u>