



**RFP 26-13**

**NJ INTEGRATED  
ELIGIBILITY SYSTEM  
INDEPENDENT  
VERIFICATION  
VALIDATION AT ROWAN  
UNIVERSITY**

REQUEST FOR  
PROPOSALS (RFP)

ROWAN  
UNIVERSITY  
THE OFFICE OF  
CONTRACTING &  
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## **Table of Contents**

<b>Proposal Specifications</b>	
Administrative Information	2
Schedule of RFP Events	3
Required Procurement Documents & Proposer's Checklist	4
Project Background	5-6
Contractor Qualifications	6-8
Scope of Work	8-12
Pricing	12
Term of Contract	12
Procedural Requirements & Amendments	12-13
Vendor Personnel	13
Public Solicitation General	13-16
Submission Requirements	16-17
Proposal Submissions & Instructions	18
Evaluation and Selection Criteria	19
Proposal & Pricing Page	20-23
Rowan University Terms & Conditions	24-29
Specific to New Jersey State Law	30-35
Specific to New Jersey State Law & by Contractors Based on Contract Type	36-37

**Administrative Information**

All questions must be submitted via email, with the request for proposal title subject heading:

***RFP 26-13 NJ Integrated Eligibility System Independent Verification & Validation (IV&V)***

**Questions:**

All questions must be submitted via email to [bids@rowan.edu](mailto:bids@rowan.edu) with the name and number of the proposal in the subject line, inclusive of any questions relating to the attachments/Exhibits to this RFP.

Questions will not be accepted by telephone. All questions submitted prior to the Questions Due Date will be answered on The Office of Contracting and Procurement [website](#) on 1/20/2026.

**Stacie Mori**  
**Office of Contracting & Procurement**  
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### **Schedule of RFP Events**

Proposals must be received no later than the submission due date and time listed in the **Schedule of Events** below to [\*the Proposal Submission Portal, linked below on the Proposal Submission and Instructions page, below.\*](#) **Proposals will only be accepted electronically.**

**In order to be considered for the award, all electronic proposals must be received at the appropriate required time. Any proposal not received on time will be rejected.**

Refer to the Submissions Requirements section of this document for further details.

Schedule of Events		
Event	Date	Time
Publication of Notice of Request for Proposal	1/6/2026	
Request for Proposal Issued	1/6/2026	
Site Visit*	N/A	
Questions Due	1/13/2026	
Answers Posted to Website	1/20/2026	
Submissions Due	1/27/2026	2:00 pm

*Dates are subject to change. All changes will be reflected in Addenda issued.*

If necessary, Rowan reserves the right to interview Proposers solely for the purpose of clarifying information contained in the proposal documentation. No additional information or changes to the proposal will be permitted during these interviews, which will be for clarification purposes only.

**In order to be considered for the award, all information must be received by the required date and time. Any proposal not received on time will be rejected.**

### **Required Procurement Documents & Proposer's Checklist**

The documents as listed below are Procurement documents mandated by State law and University policy. All documents as listed must be included with your submission package in order for your proposal to be deemed responsible for this offering.

**All forms can be found [here](#) or are provided in this RFP and should be submitted with your final proposal package. Please download and execute accordingly.**

\* Submission requirements for redactions can be found [here](#) under the heading Confidentiality and Commitment to Defend.

Failure to include the below requested documentation with the Proposal shall result in automatic rejection of Proposer's submission.			
Rowan University Comments			
1	Acknowledgement of Receipt of Addenda (if any)	If any issued, may not be applicable.	
2	Consent of Surety	Must be fully executed <i>and</i> notarized.	
3	Proposal & Pricing Page		
4	Ownership Disclosure	Must be fully executed <i>and</i> notarized.	
5	Subcontractor Utilization Plan	If no subs, please add "n/a" and sign.	
6	Certification of Non-Debarment pursuant to N.J.S.A. 52:32-44.1	To be provided prior to award	
7	Confidentiality & Commitment to Defend		
8	Disclosure of Investigations & Other Actions Involving the Vendor		
9	Exhibit A: Mandatory Equal Opportunity Language <ul style="list-style-type: none"> <li>Complete Form AA-302</li> </ul>		
10	Modifications Acknowledgement		
11	New Jersey Business Registration Certificate	To be provided prior to award. Check the status of BRC <a href="#">here</a> .	
12	Non-Collusion Affidavit	Must be fully executed <i>and</i> notarized.	
13	Proof of Ability to Obtain Required Insurance		
14	Taxpayer Identification Request (W-9)		
15	Disclosure of Investment Activities in Iran	To be provided prior to award	
16	Certification of Non-Involvement: Russia or Belarus Prohibition	To be provided prior to award	

## **I. PROJECT BACKGROUND**

### **A. Project Overview and Status**

1. The New Jersey FamilyCare (NJFC) Integrated Eligibility System project (IES), the “project”, is the New Jersey Medicaid Eligibility and Enrollment (E&E) solution that was implemented by the Division of Medical Assistance and Health Services (DMAHS), the State Medicaid Agency, to meet the requirements of the Affordable Care Act (ACA). The project includes consolidating and standardizing applications for health coverage under Medicaid and is in the process of replacing many antiquated and legacy systems. The overall purpose of the NJ FamilyCare IES Project is to:
  - a. Improve the health outcomes of eligible clients by providing timely access to health coverage.
  - b. Increase enrollment of eligible clients by developing a system that allows for ease in application and devices options as well as in the submission of required documentation.
  - c. Advance the principles of the Medicaid Information Technology Architecture (MITA) framework.
  - d. Significantly reduce Medicaid eligibility and enrollment error rates.
  - e. Improve managerial oversight of the Medicaid programs.
  - f. Improve capacity and eliminate backlogs by increasing worker efficiencies.
  - g. Significantly improve overall client satisfaction through electronic verification of client information resulting in timelier eligibility determination and renewal process.
  - h. Meet CMS requirements for enhanced funding and meet all federal and state regulatory requirements.

### **B. Agile Project Approach**

1. The NJ FamilyCare IES project is using agile methodology to deliver modules utilizing iterative software development with the fundamental values as below.
  - a. Individuals and interactions over processes and tools.
  - b. Working software over comprehensive documentation.
  - c. Customer collaboration over contract negotiation.
  - d. Responding to change over following a plan.
  - e. Phased deployments to enable new functionality as it becomes available and limit “big bang” risks.
  - f. Automated regression testing to allow for thorough regression testing for weekly or monthly updates to production.
2. Following this approach method increases the frequency of feedback loops and delivery cycles. Incorporating agile methodology in the project development advocates frequent “releases” in short development cycles, which is intended to improve productivity and introduce checkpoints at which new customer requirements can be adopted. The effectiveness of this approach over the standard “waterfall” project management method is evidenced by the NJ FamilyCare IES project being able to successfully implement the modules and enhancements in quick succession contributing to the project’s efforts to successfully comply with the requirements of the One Big Beautiful Bill Act or the H.R. 1 of the 119th Congress (H.R. 1). Utilizing this agile and modular approach, the project currently includes the implementation of the following functionality and planned enhancements.
  - a. **Operational**
    - (1) Development and deployment of the NJ FamilyCare Worker Portal module within the NJ FamilyCare IES cloud solution.
    - (2) Interfacing and deployment of the Modified Adjusted Gross Income in the cloud (MitC) to the NJ FamilyCare IES cloud solution.
    - (3) Development and deployment of an integrated screening module for NJ FamilyCare, Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF) and General

Assistance (GA) within the Client portal module. The screening application uses United States Digital Service (USDS) design best practices.

- (4) Development and deployment of the NJ FamilyCare Aged, Blind and Disabled (ABD) online application within the Client Portal module.
- (5) Interfacing and deployment of the Asset Verification Software (AVS) module to the NJ FamilyCare IES cloud solution.
- (6) Interfacing and deployment of Federal Data Service Hub (FDSH) web services to the NJ FamilyCare IES cloud solution.
- (7) Compliance with the privacy and security requirements as defined by appropriate safeguards to ensure privacy and security requirements. This procedure includes administrative, technical, organizational, and physical safeguards to protect the confidentiality, integrity, and availability of PII/PHI in all applicable NJ-DHS systems. The IV&V service provider must adhere to all state and federal laws, regulations, and obligations governing the protection and restricting the use and disclosure of PII and PHI and ensure that all activities, including application development, integrations, or system enhancements, comply with the most recent versions of NIST standards, MARS-E 2.2, and ARC-AMPE (Acceptable Risk Controls for ACA, Medicaid, and Partner Entities), as applicable, or with the latest versions of the security framework relevant to all covered systems.

**b. Planned or in development**

- (1) NJFC IES Modernization starting with the Aged, Blind and Disabled module.
- (2) Interfacing, deployment and enhancement of additional Federal Data Service Hub (FDSH) web services to the NJFC IES cloud solution and/or the Health Benefits Coordinator.
- (3) Development and deployment of enhancements to the Client Portal module that includes; Client/Mobile Access and File Upload, Electronic Notification, Redetermination/Renewal, Application/Reapplication, Change in Circumstance.
- (4) Development and deployment of enhancements to the Worker Portal module that includes: Paper Application to Online Application, Medicaid Eligibility System Upload, Address Verification Service module, Connectivity to Imaging Applications (Digital Imaging Management System [DIMS] and Division of Revenue and Enterprise Services [DORES]).
- (5) Development, migration and deployment of other legacy applications and processes from the mainframe Medicaid Eligibility System to the NJ FamilyCare IES cloud solution.
- (6) Development of the Worker Portal functionality to allow the Health Benefits Coordinator (HBC) to utilize the NJFC IES for application processing.
- (7) Other Eligibility and Enrollment projects that will be defined based on federal and state regulatory requirements.
- (8) Any additional IV&V recommendations once H.R.1 assessments are completed to ensure activities are added to the roadmap, impacts are planned for, and mitigation strategies are put in place for future changes.

## **II. CONTRACTOR QUALIFICATIONS**

### **A. Independence and Transparency**

1. Rowan SOM will select an IV&V Contractor that operates independently from project stakeholders involved in the implementation of the NJ FamilyCare IES. The contractor must ensure that they establish an IV&V structure and approach that complies with the requirements of Federal regulations (e.g., 45 CFR Part 307.15(b)(10)(ii)) in order to maintain technical, financial and managerial independence from Rowan SOM leadership.

2. Rowan SOM however, deems it important that the IV&V Contractor and its Team functions as an integral part of the project leadership structure. The degree to which the NJ FamilyCare IES Steering Committee utilizes the recommendations by the IV&V Team will contribute to the overall effectiveness of the IV&V role. The IV&V approach must promote objective and transparent performance feedback by ensuring that IV&V findings and recommendations are readily available to the NJ FamilyCare IES Steering Committee. The primary function of the IV&V Team will be to promote visibility, accountability, and fact-based decision making to enhance the likelihood of a successful IES module and enhancement implementation.

#### **B. Contractor Capability**

1. The responder must have a demonstrated ability to perform the following activities, which are the same as those stated in Federal regulations at 45 CFR Parts 95.626 and 307.15 (Please Note: these are required capabilities, not necessarily deliverables. See Scope of Work section for deliverables):
2. Development of a project work plan. The plan must be provided directly to the cognizant Federal Office(s) at the same time it is given to the State.
3. Review and make recommendations on both the management of and the technical aspects of the project. The results of this analysis must be provided directly to the cognizant Federal Office(s) at the same time it is given to the State.
4. Consultation with all stakeholders and assessment of the user involvement and buy-in regarding system functionality and the system's ability to meet program needs.
5. Providing a risk management assessment, develop a risk management plan, create risk response plans, and provide capacity planning services, taking into consideration work done prior to this engagement.
6. Developing performance metrics which allow tracking of project completion against milestones set by the State.
7. The responder must also possess the corporate knowledge and experience demonstrating the following capabilities and capacities: at least three years' experience in IV&V work including risk assessments and planning as well as project audits and, successful completion of agile IV&V experience with another State,
8. Analyzing project management; evaluate project progress, resources, budget, schedules, work flow and reporting.
9. Reviewing and analyzing project management planning documents.
10. Reviewing and analyzing project software development documents.
11. Reviewing and monitoring development processes to ensure they are being documented, carried out, and analyzed for improvement.

#### **C. Conflict of Interest**

1. Any contractor (and its subcontractors) serving in the role of IV&V service contractor/provider to the NJ FamilyCare IES project is prohibited from soliciting, proposing, or being awarded any project management, quality assurance, software design, development, or other manner of planning, design, development, or implementation phase activity on the NJ FamilyCare IES project for which these IV&V services are being procured.
  - a. This exclusion is executed in accordance with federal regulations at 45 CFR 95.626, which require that this IV&V effort be conducted by an entity that is independent from the State (unless the State receives an exception from the CMS/HHS).
2. For purposes of clarity, the Center for Medicaid and CHIP Services (CMCS) defines "the State" in the above regulatory citation as being a state's IT project, and the umbrella agency or department. The primary purpose of this exclusion is to ensure that the IV&V service provider avoids any real or perceived conflicts of interest. For federal purposes, the scope of IV&V includes planning, management, and other programmatic activities in conformance with the term's usage in federal regulations at 45 CFR 95.626.

3. IV&V is the set of verification and validation activities performed by an agency not under the control of the organization developing the software. IV&V services must be provided and managed by an organization that is technically and managerially independent of the subject software development project. This independence takes two mandatory forms.
  - a. First, technical independence requires that the IV&V services provider organization, its personnel, and subcontractors are not and have not been involved in the software development or implementation effort or in the project's initial planning and/or subsequent design. Technical independence helps ensure that IV&V review reports are free of personal or professional bias, posturing, or gold plating.
  - b. Second, managerial independence is required to make certain that the IV&V effort is provided by an organization that is departmentally and hierarchically separate from the software development and program management organizations. Managerial independence helps ensure that the IV&V service provider can deliver findings and recommendations to state and federal executive leadership and management without restriction, fear of retaliation, or coercion (e.g., reports being subject to prior review or approval from the development group before release to outside entities, such as the federal government).

### **III. SCOPE OF WORK**

#### **A. Approach to IV&V**

1. As previously discussed, the NJ FamilyCare IES historically had been implemented as the State solution to meet the requirements of H.R. 1 as approved by CMS. Since there are several modules and enhancements that are already in production, the services for this IV&V RFP will be focused on the review of evidence criteria recommended by CMS in the Streamlined Modular Certification (SMC) for Medicaid Enterprise Systems as defined by CMS in State Medicaid Director Letter (SMDL) #22-001, Updated Medicaid Information Technology Systems Guidance: Streamlined Modular Certification for Medicaid Enterprise Systems. The SMC approach is designed to:
2. Demonstrate measurable improvements to a state's Medicaid program resulting from the delivery of a new module or enhancement to an existing system.
3. Leverage data and testing to inform CMS' assessment of the successful delivery of systems and inform subsequent funding decisions.
4. Enable operational reporting for system performance and functionality to ensure ongoing oversight of data and evidence that demonstrates the continuous achievement of required and desired outcomes.
5. Reduce burden on states and CMS during the certification process without compromising CMS's responsibility to ensure those systems satisfy all statutory and regulatory requirements.
6. Advance the NJFC IES incrementally toward full modernization and Streamlined Modular Certification process.

#### **B. IV&V Framework (Agile Framework)**

1. The NJ FamilyCare IES was developed and implemented using agile and modularity, the IV&V contractor is expected to evaluate the effectiveness of the iterative development cycle. This work includes:
2. Monitoring the work towards establishing effective product focused teams.
3. Preparing IV&V test plan utilizing Rowan SOM regression testing process as an evaluation strategy.
4. Advising on test approaches, test design, automation, continuous integration and scenarios.
5. Monitoring development activity including planning, execution, and analysis.
6. Monitoring functional and regression testing validation.
7. Identifying specific issues and risks indicating potential delays in the project and recommending improvements and mitigation strategies.

8. Validating that user stories are constructed appropriately and testable, interfaces and data conversion tools have been developed as planned, and that effective plans are in place for testing and user training.
9. IV&V assessment activities include evaluation of the following project artifacts as applicable:
  - a. User stories and tasks that populate the backlog
  - b. High level timeline goals that align with the product roadmap
  - c. Potential risks and issues
  - d. Team makeup and structure
  - e. Processes and strategies (development, testing, planning/adapting)
  - f. System Documentation
  - g. Policies and Procedures
  - h. Operations and maintenance manuals
  - i. Data use and exchange agreements
  - j. Validation of testing results
  - k. Training, including training strategies, plans, materials, and results

**C. The CMS Streamlined Modular Certification for Medicaid Enterprise Systems (SMC)**

1. The contractor is expected to perform IV&V functions based on the guidance provided by CMS as defined in the “Approach to IV&V” section above. The contractor will produce IV&V Progress Status Reports that objectively illustrate the strengths and weaknesses of the IES project and provide recommendations for correcting any identified weaknesses. The IV&V Team will monitor and evaluate DMAHS’ efforts to complete SMC required artifacts when appropriate. IV&V Progress Reports will be prepared using the CMS approved template along with the appropriate Enterprise checklist. As appropriate, the contractor will work closely with DMAHS to monitor and evaluate completion of the checklists including evaluation of supporting certification documentation and recommend improvements to documentation, and document completion status of reviews.

**D. Scope of Services**

1. The contractor shall provide IV&V services for CMS and New Jersey in support of the SMC in accordance with guidance found in the CMS Streamlined Modular Certification for Medicaid Enterprise Systems.
2. **SMC Progress Reports**
  - a. As needed, the IV&V service provider produces E&E IV&V Progress Reports that objectively illustrate the strengths and weaknesses of the project and provide recommendations for correcting any identified weaknesses. E&E IV&V Progress Reports are prepared in advance of milestone reviews with CMS. The IV&V service provider staff will interview and observe the NJ FamilyCare IES project management and development staff or any project contractors/subcontractors as applicable. Service provider staff also will observe project meetings and activities to understand the processes, procedures, and tools used in the E&E program and NJ FamilyCare IES project environments. They will review and analyze all applicable and available documentation for adherence to accepted, contractually defined industry standards. The IV&V contractor will fill out the reviewer comment portion of the Eligibility and Enrollment Checklists and append them to the progress report.
  - b. In preparation for the milestone reviews, the IV&V provider shall evaluate state documents and evidence, along with any working modules/code applicable to that particular review, and complete the reviewer comments portion of the Eligibility and Enrollment Checklists. The completed checklists are appended to the E&E IV&V Progress Report. The progress report shall be delivered 4 weeks prior to the scheduled milestone review.

- c. The IV&V service provider shall provide the progress reports to CMS at the same time they are presented to the state. This reporting process, in accordance with federal regulations, includes final report issuance as well as all draft report submissions.
- d. The IV&V service provider should report any specific anomalies in system components or project issues requiring immediate remediation through the ordinary anomaly and issue reporting mechanisms established for the project, and include a summary of these actions in their periodic status reporting.
- e. The IV&V service provider will create updated annual Statement of Work (SOW) agreements which will be mutually agreed by the parties involved and generate quarterly reports based on the SOW agreements and progress to date.

### **3. Oversight**

- a. IV&V services will be incorporated as part of the larger oversight of the day-to-day operations and management of the NJ FamilyCare IES project. The IV&V service provider shall have complete access to NJ FamilyCare IES documents, facilities, and staff during normal business hours, as required to carry out its oversight role. The IV&V contractor shall have access to all key staff on site at the NJ FamilyCare IES project location(s) daily, as needed to observe meetings, review deliverables and documentation, and conduct interviews, etc., to ensure a high level of integrity and confidence in the IV&V service provider's NJ FamilyCare IES oversight and monitoring.
- b. The IV&V contractor will evaluate and make recommendations about the state artifacts that are required for reviews. A list of required artifacts is included in the CMS SMC. The IV&V service provider will review the project and system processes and progress in areas including, but not limited to, the following:

#### **(1) Project Management**

- (a) Progress against budget and schedule
- (b) Risk management
- (c) Inclusion of state goals/objectives and all federal E&E requirements in requests for proposal and contracts
- (d) Adherence to the state's software development life cycle (SDLC)
- (e) Incorporation of the standards and conditions for Medicaid IT into design and development
- (f) Reasonability, thoroughness, and quality of MITA self-assessment, concept of operations, information architecture, and data architecture
- (g) Reflection of the state's MITA goals and plans into actual E&E design and development
- (h) Configuration management that is robust and includes state or developer configuration audits against configuration baseline
- (i) Change management
- (j) Adherence to service level agreements

#### **(2) Modular Development**

- (a) Completeness and reasonability of E&E concept of operations, architecture, and designs
- (b) Accuracy of capture of interfaces and data sharing requirements with systems external to the E&E
- (c) Viability and completeness of the data transition plan
- (d) Traceability of requirements through design, development, and testing
- (e) Adequacy of system security and privacy policies, plans, technical designs, and implementations
- (f) Coverage and integrity of all system testing, including stress testing and testing of interfaces between modules and with external partner systems

- (g) Capacity management, including consideration of future vendors' support and release plans for underlying databases, software, and hardware
- (h) Adequacy of disaster recovery planning

**4. IV&V of Federal Data Services Hub Certification**

- a. At the request of DMAHS, the IV&V contractor may be requested to validate other FDSH interfaces to verify accuracy of data exchange. The contractor must be prepared to:
  - (1) Review test cases to be executed through IES cloud solution test environment
  - (2) Prepare the attestation letter with supporting documentation
  - (3) Submit documentation to CMS as required

**5. ARC-AMPE (Acceptable Risk Controls for ACA, Medicaid, and Partner Entities and NIST Standards for Third Party Security Assessment**

- a. The IV&V contractor will conduct an independent review of the IES solution to determine compliance with Minimum Acceptable Risk and Security and Privacy Controls for Exchanges (MARS-E) version 2.2 security requirements and successive versions. The following activities will be required:
  - (1) Review all documents and artifacts required for continuation of the Authority to Connect (ATC) with FDSH
  - (2) Evaluate all required controls in the System Security Plan (SSP)
  - (3) Assist DMAHS in generating and make recommendations to address action items in the Plan of Actions and Milestones (POA&M)
  - (4) Document findings and recommendations in all required and appropriate documents per compliance with the privacy and security requirements as defined by appropriate safeguards to ensure privacy and security requirements. This procedure includes administrative, technical, organizational, and physical safeguards to protect the confidentiality, integrity, and availability of PII/PHI in all applicable NJ-DHS systems. The IV&V service provider must document assessments related to all state and federal laws, regulations, and obligations governing the protection and restricting the use and disclosure of PII and PHI and ensure that all activities, including application development, integrations, or system enhancements, comply with the most recent versions of NIST standards, MARS-E 2.2, and ARC-AMPE (Acceptable Risk Controls for ACA, Medicaid, and Partner Entities), as applicable, or with the latest versions of the security framework relevant to all covered systems.

**6. Transformed Medicaid Statistical Information System Reporting**

- a. The IV&V contractor will provide services to assist the NJFC IES in meeting T-MSIS reporting requirements as additional functionality is deployed. DMAHS must ensure in the implementation of changes affecting T-MSIS reporting, there is no degradation in the level of accuracy, completeness or timeliness of T-MSIS data occurs as a result of the implementation of system, operational or programmatic changes. The activities in this scope must comply with the guidelines provided by CMS in T-MSIS Reporting Standard Operating Procedure and include assisting DMAHS in:
  - (1) Providing applicable project artifacts and share project status updates during the monthly T-MSIS state support meeting.
  - (2) Ensuring that the NJFC IES perform parallel testing and provide the CMS Technical Compliance Team with results on comparability and explanations when differences occur.
- b. The following table summarizes key areas that should be monitored and evaluated by the IV&V Team:

**Table 1 - CMS IV&V Review Requirements**

Project Management Reviews	Modular Development Reviews
<ul style="list-style-type: none"> <li>• Project progress against budget and schedule;</li> <li>• Risk management;</li> <li>• Adherence to SDLC;</li> <li>• Adherence of system design and development to CMS Conditions and standards;</li> <li>• Review for thoroughness and quality of state self-assessment (SS-A), concept of operations, Information Architecture (IA), and data architecture (DA);</li> <li>• Review of system design and development against state's MITA goals and plans;</li> <li>• Configuration management;</li> <li>• Change management; and</li> <li>• Adherence to Service Level Agreements (SLA).</li> </ul>	<ul style="list-style-type: none"> <li>• Completeness and reasonability of IES COO, architecture, and designs;</li> <li>• Accuracy of capture of interfaces and data sharing requirements with systems external to the IES;</li> <li>• Viability and completeness of the data transition plan;</li> <li>• Traceability of requirements through design, development, and testing;</li> <li>• Adequacy of system security and privacy policies, plans, technical designs, and implementations;</li> <li>• Coverage and integrity of all system testing, including stress testing and testing of interfaces between modules and with external partner systems;</li> <li>• Capacity management, including consideration of future vendors' support and release plans for underlying databases, software, and hardware;</li> <li>• Adequacy of disaster recovery planning; and</li> <li>• Web Content Accessibility Guidelines.</li> </ul>

#### **IV. PRICING**

- A.** No proposal may be withdrawn for ninety (90) days.
- B.** Refer to the Proposal Page for additional information.
- C.** Prices provided must remain in effect for the dates noted on the proposal page.
- D.** All payments from Rowan to the successful proposer and from proposers to subcontractors and vendors for labor and services, under this contract, shall be made on an hourly flat rate basis, and limited to the work performed on any portion of the work done on this Project.
  - 1.** Costs included in flat hourly rate: Benefits, normal travel time, insurance, taxes, vehicles (company and/or employee), and other overhead, profit, and other miscellaneous cost.

#### **V. TERM OF CONTRACT**

- A.** The anticipated contract period will be for one (1) year with four (4) possible renewals of one year each, subject to budgetary approval on a yearly basis.
- B.** The University reserves the right to terminate the awarded Proposer's services for cause or convenience at any time during the term of the contract.
- C.** The proposed contract will begin on 10/01/2026 and end on 9/30/2027, with possible one-year renewals until 9/30/2031. Rowan will contract with the awarded vendor for goods and services procured from the date of award through the start date of the contract if necessary.
  - 1.** Year One: October 1, 2026 – September 30, 2027
  - 2.** Year Two (Potential): October 1, 2027 – September 30, 2028
  - 3.** Year Three (Potential): October 1, 2028 – September 30, 2029
  - 4.** Year Four (Potential): October 1, 2029 – September 30, 2030
  - 5.** Year Five (Potential): October 1, 2020 – September 30, 2031

- D. In the event that the University terminates services, written notice will be provided fourteen (14) days in advance of termination date.

## **VI. PROCEDURAL REQUIREMENTS & AMENDMENTS**

- A. The Vendor will comply with all procedural instructions that may be issued from time to time by the Contracting Officer of the University or designee.
- B. During the contract period, no change is permitted in any of its conditions and specifications unless the Vendor receives written approval from the Contracting Officer or respective designee.
- C. Proposers must supply Rowan University with any/all applicable warranty information, whether expressed or implied.
- D. Should the Vendor find at any time that existing conditions make modification in requirements desirable; it shall promptly report such matters to the Contracting Officer or designee of the University for consideration and decision.
- E. Rowan University may make changes in the general scope of the contract services provided by the Vendor by written notice in the form of a potential Change Order. The Vendor shall promptly comply with the request for potential change and shall bring all subsequent services in conformance with the notice.
- F. If any such changes cause a material increase or decrease in the Vendor's cost of operation or the time required for attainment of required service levels, an equitable adjustment in the contract cost or time allotted for fulfillment of the contract shall be negotiated and the contract modified accordingly. Any change, alteration or modification of any contract will be valid and binding only if agreed to in writing by both Parties. Proposers hereby agrees to negotiate on good faith.
- G. The Vendor engagement partner and/or manager might be required to meet periodically with the Contracting officer or their representatives to discuss services.

## **VII. VENDOR PERSONNEL**

- A. SUBCONTRACTORS: Rowan University desires to contract with a general contractor under a single prime contract agreement. Rowan University will not contract with subcontractors directly.
- B. While on University property:
- C. All personnel shall observe all rules and regulations in effect at Rowan University governing safety and personal conduct.
- D. Vendor personnel shall not represent themselves or be considered as employees of Rowan University.
- E. CRIMINAL BACKGROUND CHECKS ARE MANDATORY for all non-University personnel performing work on the Rowan University Campus. Vendors, consultants, contractors, and subcontractors are required to take all reasonable steps to assure that their employees do not represent a threat to the campus community, including but not limited to refusal to comply with campus policies and/or damage or harm to individuals or property. Such determinations on risk to the community shall be in Rowan's sole discretion in accordance with all applicable laws. A contractor's failure to comply with this requirement may result in immediate termination of any award or contract.
- F. The Vendor shall be solely responsible for all damage or unauthorized destruction to any Rowan University and buildings, equipment, premises, or facilities; lease, lent, or in the care, custody or control of the University or State.
- G. The Vendor shall remove from Rowan University, any of its employees who are found to be unacceptable by the University. Such requests will not be unreasonable.
- H. At all times, Vendor personnel shall be in professional attire with clear identification of the company's name, logo, and person's name.

## **VIII. PUBLIC SOLICITATION GENERAL**

- A.** Rowan University may need to issue one or more addenda related to this request for proposals. Such addenda shall be added to the original proposal document and posted at The Office of Contracting and Procurement website: It will be the responsibility of the prospective vendors and other interested parties to familiarize themselves with the website and visit it regularly during the proposal process for updated information or addenda related to this request for proposals.
- B.** Short procedural inquiries may be accepted by telephone from the Office of Contracting and Procurement. However, oral explanations or instructions given over the telephone shall not be binding upon the University. Proposers shall not contact any person within the University directly, in person, or by telephone, other than the contact listed for the Office of Contracting and Procurement listed on the Administrative Information page herein, concerning this project.
- C.** If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture shall be submitted with the joint venture's submission.
- D.** Any modifications to the proposal document prior to submission may invalidate entire submission.
- E.** The awarded firm may not assign sell or sub-contract its obligations under the contract to any third party without prior approval in writing by the University.
- F.** Rowan reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for Rowan.
- G.** Rowan reserves the right to suspend or terminate the procurement process described in this request for proposals at any time (in its sole discretion). If terminated, Rowan may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- H. Patents:** The Suppliers shall hold and save the University, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense for or on account of any patented or unpatented invention, article, or applicable manufacturer or use in materials and forms of construction as will satisfy the University's requirements.
- I. Submission as Public Information and Property of Rowan**
  - 1.** Submissions will be held confidential during the proposal process until such time as the final contract is executed, upon such time the proposal submittals may be subject to the Open Public Records Act for non-proprietary information. It is the responsibility of the prospective vendor to indicate what submitted information is proprietary. Please see further information on Rowan's Confidentiality and Commitment to Defend page which can be found here under the heading Confidentiality and Commitment to Defend.
- J.** All submissions will become the property of Rowan.
- K.** In submitting a proposal, the Proposer agrees, unless specifically authorized in writing by an authorized representative of Rowan University on a case-by-case basis, that it shall have no right to use, and shall not use, the name of Rowan University, its officials or employees, or the Seal of the University:
  - 1.** In any advertising, publicity, promotion.
  - 2.** To express or imply any endorsement of agency's services;
  - 3.** To use the name of the State, its officials or employees or the University seal in any manner (whether similar to uses prohibited by (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.
- L.** The preparation of a proposal shall be at the expense of the Proposer. Rowan University will not reimburse firms for any costs associated with the preparation or submittal of a response.
- M.** Rowan University does not allow payment of attorney fees for litigation regardless of disposition of matter.

- N. By responding to this request for proposals, Proposers acknowledge and consent to the conditions set forth herein relative to the submission, review, and consideration of your response.
- O. Submissions which, in the sole judgment of Rowan, fail to meet the requirements of the proposal or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors shall be rejected in accordance with applicable law.
- P. Rowan University will not accept jurisdiction in any State except New Jersey.
- Q. The Vendor shall be solely responsible for all damage or unauthorized destruction to any Rowan University buildings, equipment, premises, or facilities; lease, lent, or in the care, custody or control of the University or State.
- R. Rowan University reserves the right to reject any or all submissions in accordance with applicable law or to award in whole or in part if deemed in the best interest of the University to do so.
- S. This request for proposals shall not become binding on the University until a contract is awarded and executed with the successful Vendor.
- T. Protest of restrictive specifications or improprieties in the solicitation, by an interested party, must be received by the Procurement Department in writing not less than ten (10) working days before the closing date for receipt of submissions.
- U. The proposer is required to carefully examine the work proposed, the specifications and any drawings for the work, and to compute the quantities of labor or material entering therein, and to determine for himself, the difficulties incidental to the prosecution of the work, and the presentation of a proposal shall be considered as conclusive evidence of such examination.
- V. Unless specifically noted within this request for proposals, Rowan's Standard Terms and Conditions take precedence over any special terms and conditions contained in this request for proposals.
- W. Proposers assume sole responsibility for the complete effort required in this request for proposals. No special consideration shall be given after proposals are opened because of a proposer's failure to be knowledgeable of all the requirements of this request for proposals. By submitting a proposal in response to this offering, the proposer represents that it has satisfied itself, from its own investigation, of all the requirements of this request for proposals.
- X. Rowan University has the option, in its sole discretion, to reduce the scope of work after contract execution for any task or subtask called for under this contract in accordance with applicable law. In such an event, the Senior Director of Contracting and Procurement (Senior Director) shall provide advanced, written notice to the vendor.
  - 1. Upon receipt of such written notice, the vendor will submit, within five (5) working days to the Senior Director of Contracting & Procurement, an itemization of the work effort already completed by task or subtasks. The vendor shall be compensated for such work effort according to the applicable portions of its cost proposal.
  - 2. **Change Orders** to existing contracts and/or bids: change orders to increase a Purchase Order must be made in writing before any additional work is started. The end user must notify the OC&P of the request including an explanation. The request will not be processed unless it is submitted accordingly.
    - a. No single, or combined change orders for a construction contract may exceed 20% of the total contract/purchase order amount unless it is deemed an emergency, the result of unforeseen conditions and/or Board Approval is obtained.
    - b. Any single or cumulative change order(s) totaling more than 20% of the construction contract must be approved by the Vice President of the Division seeking the Change Order and the Vice President of Finance. A written request must be forwarded to the Vice President describing the nature of the emergency and/or unforeseen condition, time of occurrence, and need to exceed the 20% cap for change order amounts. The Vice President will make the determination if there is an emergency and/or unforeseen condition warranting the change order and authorize the change order.

- c. To review the policy on change orders, please click [here](#).
- Y. The Senior Director may, for valid reason, issue a stop order directing the vendor to suspend work under the contract for a specific time. The vendor shall be paid until the effective date of the stop order. The vendor shall resume work upon the date specified in the stop order or upon such other date as the Senior Director may thereafter direct in writing. The period of suspension shall be deemed added to the vendor's approved schedule of performance. The Senior Director and the vendor shall negotiate an equitable adjustment, if any, to the contract price.
- Z. Rowan University reserves the right to cancel this contract with thirty (30) calendar days written notice to the vendor(s) with or without cause.
- AA. No party, including any respondent to this request for proposals, is granted any rights hereunder.
- BB. The proposal submitted by the Proposer shall be binding on the Proposers.
- CC. Rowan University reserves the right to seek clarification and additional information at any point in connection with vendor information or other communication regarding this request for proposals.

## IX. **SUBMISSION REQUIREMENTS**

- A. Describe Your Approach to IV&V
- B. Overview of Your General Approach to IV&V
- C. Describe the IV&V styles and approaches to IV&V, FDSH, and T-MSIS activities. promote a high level of collaboration, cooperation, and coordination with IV&V activities;
- D. feedback and recommendations for improvement; and
- E. Offer insights and advice based on expertise gained through years of experience managing and supporting large-scale system implementations.
- F. Describe your communication and reporting methods to ensure effective and transparent communication of IV&V findings and recommendations to all relevant project stakeholders through IV&V, FDSH, and T-MSIS reporting methods such as submitting CMS required Monthly Status Reports, Executive Summary Reports highlighting key project metrics and strategic considerations, conducting periodic status updates, and facilitating periodic briefings to share your findings and recommendations, as well as gain additional insights from a variety of project stakeholders.
- G. Describe the IV&V, FDSH, and T-MSIS monitoring, evaluation and reporting activities that will maintain a focus on Medicaid program objectives, pre-defined project success criteria, and critical dependencies between various MES component or module implementation tasks and requirements. Include objectives to:
- H. Provide a framework for ensuring that the system project is proactively managed based on industry standards and best practices;
- I. Identify system project risks and issues, alert project leadership for remediation, and monitor associated resolutions and outcomes; and
- J. Provide proactive advice and guidance to project leadership to help ensure a timely and effective implementation.
- K. **IV&V, FDSH, and T-MSIS Management Plan** Describe the project management methods and tools to direct your IV&V activities and guide your team toward achieving IV&V objectives and meeting your contractual requirements. Maintaining effective project plans and project communication strategy to ensure all IV&V is performed is required.
- L. **Reviews**
  - 1. **Periodic and CMS Milestone Review IV&V Reporting** Describe the periodic IV&V assessments throughout the term of the contract.

2. **IV&V, FDSH, and T-MSIS Reviews** The IES development project conforms to an Agile framework, the review processes will differ from the standard SMC review cycles. CMS recognizes that each state will deploy a different development methodology and the SDLC requirement will vary. Consequently, gate and milestone review requirements will be somewhat unique for each state. CMS makes allowances for variation in certification process. Describe your approach to IV&V Reviews.
3. **Periodic IV&V, FDSH, and T-MSIS Reviews** Describe the ongoing, periodic IV&V reviews including interviews, checklist reviews, and document reviews to gather information regarding the status and effectiveness of the IES project.

**M. IV&V Coordination**

1. Describe your method to coordinate with IES project leadership to schedule and prepare for your IV&V assessment activities.
2. **CMS Milestone IV&V Assessments and Preparation Assistance** The NJ FamilyCare IES has been implemented using an Agile development framework, and that an iterative development cycle does not fit neatly within the CMS OBC operational readiness review (ORR) and certification review (CR) requirements. The CMS milestone reviews align more effectively with a traditional waterfall development life cycle. In our experience on other projects, we have worked with CMS to help better align. Initiative to better align CMS SMC requirements with the realities of an Agile procurement and development framework including commonly produced product management artifacts is sought. CMS continues to refine their understanding and approach for the SMC requirements to allow for diverse development frameworks. Describe your approach given the above.
3. **Management Briefings** Describe the management briefings to review work completed during the past month and planned work for the upcoming month. The status calls should review the results of any IV&V reviews or IES project document/artifact reviews performed during the past month.
4. **Federal Data Services Hub Certification (FDSH) DMAHS** may request to validate other FDSH interfaces based on program needs and requirements. CMS requires that the transactions between the FDSH and the IES be verified to ensure accuracy of the data exchange. Describe your FDSH approach.
5. **NIST standards, MARS-E 2.2, and ARC-AMPE** (Acceptable Risk Controls for ACA, Medicaid, and Partner Entities), as applicable, or with the latest versions of the security framework relevant to all covered systems including Third Party Security Assessment Describe how to conduct an independent review of the IES solution to determine compliance with Minimum Acceptable Risk and Security and Privacy Controls for Exchanges.
6. **T-MSIS Reporting Impacts** Describe how to ensure that there is no degradation in the level of accuracy, completeness, or timeliness of T-MSIS data. CMS has released a standard operating procedure (SOP) that includes the steps that CMS requires state agencies to complete as a part of this process.

**N. Required Procurement Documents & Bidder's Checklist:** All documents requested (Page 4), should be submitted in the listed order.

**O.** Conditional proposals will not be considered.

**P.** Bid submissions shall not contain URLs (Uniform Resource Locators) or web addresses. The internet contains dynamically changing content, inclusion of a URL or web address in a bid submission is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web page changes.

**Q.** Addenda: if applicable

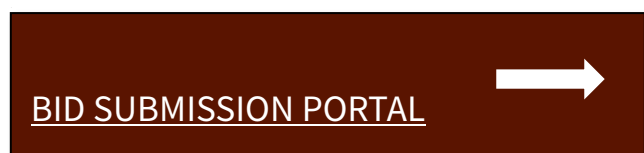
**R.** Post Award: Following the notification of award, Vendor(s) may receive a contract along with a request to review terms, deliverables, costs and the University's expectations in general. You will be able to address any post award

questions or concerns at this time. If you do not receive a contract within seven days of award, please contact [contracts@rowan.edu](mailto:contracts@rowan.edu).

### **Proposal Submissions & Instructions**

Rowan University accepts electronic proposal submissions only. Electronic submissions are treated as original documents and will be considered the official documentation for evaluation and consideration by the University.

**ALL REQUIRED DOCUMENTS PERTAINING TO THIS OFFERING MUST BE INCLUDED IN THE ELECTRONIC SUBMISSION.**



*(Ctrl + Click to follow link)*

#### **Instructions:**

1. Select Proposal Submission Portal link above.
2. You will be routed to the Proposal Submission Portal.
3. You will be asked to provide the following:
  - a. Proposal Number
  - b. Project Name
  - c. Company Name
  - d. Point of Contact
  - e. Point of Contact Email\* *Email address should match Vendor Point of Contact listed on Proposal Page.*
  - f. Submission Documents

**DO NOT PROVIDE LINKS OR ANY EXTERNAL LOCATIONS FOR FILES TO BE DOWNLOADED OR RETRIEVED, THE UNIVERSITY WILL REJECT ANY SUBMISSIONS SENT IN THIS MANNER**

### **Evaluation and Selection Criteria**

Selection of the awarded Proposer(s) shall be based solely on the Review Committee's evaluation of the submissions and the criteria set forth above. Rowan reserves the right to interview the respondents to clarify any terms of a proposal in its discretion, provided however proposers will not be provided an opportunity to alter the terms of their proposal in any such interview. Rowan also reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for Rowan. In addition, Rowan reserves the right to suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, Rowan may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

Submission of a Proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer whose proposal, conforming to the RFP, will be most advantageous to the University, price and other factors considered.

By responding to this RFP, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.

Requests for Clarification by the University: The University may request that any Proposer clarify or supplement any information contained in any Proposal.

Failure to respond within two days may result in disqualification of the proposal in Rowan's sole and absolute discretion

The award of this RFP will be based upon a review and analysis of all proposals conforming to the invitation for proposals, to determine which will be most advantageous to the University, price and other factors considered. The contract award will be based on a points-earned matrix derived from the categories and point allocations set forth below:

<b>Software Development Tasks</b>		
<b><i>Scoring Criteria</i></b>	<b><i>Criteria Description</i></b>	<b><i>Weight</i></b>
<b>Total Price Proposed</b>	<i>The total price proposed per contract year time and material including hourly rates for proposed staff assigned to the project and timeframe required.</i>	<b>20</b>
<b>Contractor Capability</b>	<i>Demonstration of ability to perform the activities defined in RFP</i>	<b>15</b>
<b>Approach to IV&amp;V</b>	<i>Strategy in performing IV&amp;V work.</i>	<b>10</b>
<b>Approach to FDSH</b>	<i>Strategy in performing FDSH work.</i>	<b>10</b>
<b>Approach to T-MSIS</b>	<i>Strategy in performing T-MSIS work.</i>	<b>10</b>
<b>Agile IV&amp;V Experience</b>	<i>Previous experience in agile IV&amp;V, FDSH, and T-MSIS work.</i>	<b>10</b>
<b>Modular Project IV&amp;V Experience</b>	<i>Previous experience in modular IV&amp;V, FDSH, and T-MSIS work.</i>	<b>10</b>
<b>SMC Experience</b>	<i>Previous experience with CMS Streamlined Modular Certification.</i>	<b>10</b>
<b>References</b>	<i>Evaluation of list of references provided.</i>	<b>5</b>
<b>Total</b>		<b>100</b>

### **Proposal & Pricing Page**

The proposer states that he/she has carefully examined the specifications of having carefully examined the proposal documents and being familiar with the requirements therein, hereby submits their proposal to provide such services meeting the requirements outlined in this RFP.

<b>Name</b>	
<b>Title</b>	
<b>Vendor Name</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Email</b>	

<b>Signature</b>	
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*Any and all changes made to this proposal page must be initialed and dated by the Proposer. No edit(s) will be accepted without Proposer's initials and date, next to all corrections.*

### **Vendor Point of Contact**

Provide the name and contact information of the individual within your firm that the University should contact regarding questions about your submission. The contact information should include the name of individual, telephone number, and e-mail address.

<b>Point Contact</b>	
<b>Phone</b>	
<b>Email</b>	

### Deliverables and Fees

The IV&V contractor is expected to propose the total cost for each deliverable as defined in the scope of work. The total cost will be calculated based on the total number of hours recommended to accomplish each deliverable multiplied by the hourly rate. Understanding that there will be multiple personnel roles, provide an estimate on the number of hours each role will dedicate in accomplishing each task item.

Software Development Tasks				
Task #	Task Item	Task Description	Total Hours	Total Cost
SD-01	<b>Project Documents Review</b>	<i>Review and evaluate the project documents associated with the development process.</i>		
SD-02	<b>Project Documents Control</b>	<i>Verify that all critical development documents, including but not limited to requirements, design and job control language are maintained under an appropriate level of control.</i>		
SD-03	<b>Enhancements Review</b>	<i>Verify that the processes and tools are in place to identify code versions and to rebuild system configurations from source code.</i>		
SD-04	<b>Software Environment Review</b>	<i>Verify that appropriate source and object libraries are maintained for training, test, and production and that formal sign-off procedures are in place for approving deliverables.</i>		

Project Management Tasks				
Task #	Task Item	Task Description	Total Hours	Total Cost
PM-01	<b>IV&amp;V Management Plan</b>	<i>The IV&amp;V provider shall develop an IV&amp;V Management Plan. This plan shall describe the activities, personnel, schedule, standards, and methodology for conducting the IV&amp;V, FDSH, and T-MSIS reviews.</i>		
PM-02	<b>Develop IV&amp;V Review Checklists</b>	<i>The IV&amp;V provider shall develop IV&amp;V, FDSH, and T-MSIS Checklists, elements to be reviewed, observed, monitored, and commented on, with regard to all aspects of industry standards for Project Management, Software and Systems Development, and Engineering disciplines as found in IEEE, CMI, and PMBOK industry standards, at a minimum.</i>		
PM-03	<b>Conduct Initial Review</b>	<i>Prepare and deliver an Initial IV&amp;V report on the required activities. Report on status of each activity.</i>		
PM-04	<b>Conduct Periodic Review(s)</b>	<i>Prepare and deliver a Follow-up IV&amp;V report on the required activities. Quarterly, report on status of each activity and progress since the previous report utilizing the SMC Progress Reports. The report is due simultaneously to CMS and the New Jersey.</i>		
PM-05	<b>Management Briefing</b>	<i>Prepare and deliver a formal presentation(s) on the status of the IV&amp;V project at least once a month.</i>		

Project Management Tasks				
Task #	Task Item	Task Description	Total Hours	Total Cost
PM-06	<b>Streamlined Modular Certification</b>	<i>Monitor and evaluate DMAHS' efforts to complete SMC required artifacts when appropriate. IV&amp;V Progress Reports will be prepared using the CMS approved template along with the appropriate Enterprise checklist according to <a href="#">CMS SMC guidance</a>.</i>		

Additional IV&V Tasks				
Task #	Task Item	Task Description	Total Hours	Total Cost
AI-01	<b>IV&amp;V of Federal Data Services Hub Certification</b>	<i>The IV&amp;V provider shall verify the specific test scenarios required for each phase of testing of the targeted hub service and generate the required attestation/certification letter.</i>		
AI-02	<b>MARS-E 2.2 Third Party Security Assessment</b>	<i>The IV&amp;V provider shall conduct the assessment required for the IES to comply with the privacy and security requirements as defined by the MARS-E 2.2 (and successive versions) and generate the required attestation/certification letter.</i>		
AI-03	<b>Transformed Medicaid Statistical Information System Reporting</b>	<i>The IV&amp;V provider shall partner with DMAHS to provide the required documentation that ensures that NJFC IES functionality complies with the level of accuracy, completeness, or timeliness of T-MSIS data.</i>		

			Hours	Cost
<b>Project Total</b>				

### Summary – Assignment Hours

		IV&V		T-MSIS		FDSH		Total	
Position	Hourly Rate	Hours	Sub-Total	Hours	Sub-Total	Hours	Sub-Total	Hours	Total
Project Executive									
IV&V project Manager									
Senior Technical Architect									
IV&V Senior Analyst/SME									
Data Analyst									
Business Analysis-T-MSIS									
Senior Security Analyst									
IV&V Analyst									
FDSH Analyst									
<b>TOTALS:</b>									

## **TERMS & CONDITIONS SPECIFIC TO ROWAN UNIVERSITY**

### **I. REPRESENTATIONS AND WARRANTIES**

The vendor expressly warrants that:

- A.** The vendor has legal capacity to execute and perform any Agreement arising from this quote, contract, and/or public solicitation.
- B.** The Agreement is valid, binding, and enforceable against the vendor according to its terms.
- C.** The execution and performance of an agreement by the vendor does not, and will not, violate or conflict with the terms of any existing Agreement or understanding of which the vendor is a party.
- D.** The execution and performance of an Agreement by the vendor does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the vendor.
- E.** The vendor knows of no reason why the vendor is in any way, physically, legally, or otherwise, precluded from performing the obligations under an Agreement arising from this request for proposals, in accordance with its terms, including without limitation those relating to health and safety.
- F.** Such warranties shall survive and shall not be deemed waived by delivery or acceptance of, or payment for the goods and services.

### **II. GOVERNING LAW, JURISDICTION, ATTORNEY'S FEES**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to any applicable conflict of laws provision. Vendor hereby irrevocably and unconditionally agrees that any suit, action or other legal proceeding arising out of or in connection with this Agreement, or the transactions contemplated hereby, shall be brought in the courts of record of the State of New Jersey or the courts of the United States located in said state, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection to the venue of any such suit, action or proceeding in any of such courts. In the event a suit or action shall be instituted in connection with any controversy arising out of this Agreement, the prevailing Party shall be entitled to receive, in addition to its costs, all attorneys' fees, including attorneys' fees and costs upon appeal.

### **III. DEFAULT**

In case of failure to deliver goods or services in accordance with the contract(s) terms and conditions, Rowan University, after due oral or written notice, may procure substitute goods or service from other sources and hold the vendor(s) responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedy which Rowan University may have.

### **IV. SALE OR BANKRUPTCY OF BUSINESS**

- A.** If during the life of this Agreement, the awarded vendor disposes of its business by sale, transfer, force of law or by any means to another party, all obligations are transferred to such purchaser. In this event, the new owner(s) may, in Rowan University' discretion, be required to submit a performance bond in the amount of the value of services to be delivered pursuant to this Agreement.
- B.** In the event of the institution of any proceedings by or against the awarded vendor, voluntarily or involuntarily, in bankruptcy or insolvency, or under the provisions of the Federal Bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of the vendor, Rowan University shall have, in addition to the rights previously stated, the right to cancel this Agreement forth

## **V. LIABILITIES**

### **A. LIABILITY COPYRIGHT**

The vendor shall hold and save Rowan University and its officers, agents, students, servants, and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

### **B. INDEMNIFICATION**

Vendor agrees to indemnify, protect, save harmless, and defend Rowan University, its governors, officers, employees, and agents from and against any and all claims, losses, costs, damages, and expenses, including legal costs and attorney fees, and demands of any kind whatsoever, whether for bodily injury, including death, damage to property, including the loss of work performed by the Proposer, its agents or employees, alone or with others, or resulting from or arising out of services provided jointly by the Proposer, its agents or employees or servants.

1. Vendor shall reimburse, and make good to the University all monies, which the University or its representatives shall pay, or cause to be paid, or become liable to pay, by reason of such claims, or in connection with any litigation, investigation or other matters connected therewith.
2. This indemnification obligation is not limited by but is in addition to the insurance obligations contained in this agreement.

### **C. INSURANCE RFP**

1. Vendor agrees to obtain and maintain, at its sole expense, the insurance coverage described below. All insurance must be placed with an insurance company licensed to conduct business in the State of New Jersey and maintaining an A.M Best Rating of "A" or better with a financial size rating of Class XI or larger. All insurance required herein shall be written on an Occurrence basis, unless otherwise noted, shall contain a waiver of subrogation in favor of Rowan University and the State of New Jersey, and will be in effect no later than 12:01 A.M. at the start of the day of the contract and must remain in effect for the duration of the contract, including any extensions.

2. The vendor agrees that no insurance policy will be cancelled, reduced, or revised without thirty (30) days prior written notice to Rowan University. In addition, required insurance will be primary to any other insurance available and any limitations of Vendor's insurance will not relieve the Vendor of its indemnification responsibilities to Rowan University and the State of New Jersey per Section VIII. Indemnity.

#### **a. Insurance Required:**

1. Workers' Compensation Insurance with statutory limits applicable to the laws of the State of New Jersey and any other State or Federal jurisdiction required to protect the employee of Vendor who will be engaged in the performance of work under this contract.
2. Employers' Liability Protection with a limit of liability not less than one million dollars (\$1,000,000) bodily injury, each occurrence; one million dollars (\$1,000,000) disease, each employee; and one million dollars (\$1,000,000) disease, aggregate limit.
3. Commercial General Liability written on a current ISO Occurrence Form or equivalent. The General Liability policy will include, but not be limited to, coverage for bodily injury (including death) and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, sexual abuse and molestation, contractual liability, and fire legal liability. Vendor agrees to maintain the following general liability limits of coverage:

• per occurrence ..... \$1,000,000

- products/completed operations aggregate..... \$3,000,000
- personal and advertising injury ..... \$1,000,000
- general aggregate .....\$3,000,000

A “per location or Project endorsement” shall be included so that the general aggregate limit applies separately to the Rowan location or Project.

4. Comprehensive Automobile Liability written on an occurrence basis covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence.
  5. Excess Liability, umbrella insurance, follow form, applying excess of the commercial general liability, commercial automobile liability and employer’s liability insurance in minimum amounts of one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) general aggregate, and one million dollars (\$1,000,000) products/completed operations.
  6. Pollution Legal Liability insurance policy, if applicable to the services performed under this contract, in minimum amounts of two million dollars (\$2,000,000) per occurrence. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that occurred during, or as a result of, the provision of Vendor’s services under this contract, but are not discovered until after completion of services under this contract.
  7. Professional (Errors & Omissions) Liability insurance, if applicable, in minimum amounts of two million dollars (\$2,000,000) per claim. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that result from the professional services provided during the term of this contract regardless of when a claim is made.
  8. Cyber Breach/Privacy Liability Insurance, providing coverage for 1) Privacy Liability, Network Security Liability, and Regulatory Liability; 2) Payment Card Industry (PCI) Fines, Penalties, and Assessments; 3) Breach Response Costs including Data Forensics, Public Relations, and Privacy Counsel, and 4) Notification, Credit Monitoring, and Identity Theft Restoration Costs. The limits of liability will be in minimum amounts of 15 million dollars (\$15,000,000). If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for all claims received after the termination date of the claims-made policy.
- A. The General Liability, Automobile Liability and Pollution Legal Liability policies shall each name Rowan University and the State of New Jersey as additional insureds.
  - B. Vendor shall bear all costs of all policy deductibles.
  - C. Vendor may, if they so desire, include with their proposal the applicable certificates of insurance. This will expedite the contract award process for the awarded vendor.
  - D. Within ten (10) days after receipt of notice of intent to award contract, and if applicable, annually thereafter until contract termination, Vendor will furnish Rowan University with Certificates of Insurance evidencing all required insurance.
    1. Certificates must evidence the Additional Insured language.
    2. Certificates will be submitted to the Senior Director of Contracting and Procurement, Rowan University, 201 Mullica Hill Road, Glassboro, NJ 08028.
  - E. The awarded vendor shall assume all responsibility for its actions and those of anyone else working for it while engaged in or traveling to or from any activity connected with this agreement. The successful proposer agrees to defend, indemnify, and hold harmless Rowan University and its officers, agents, staff members and

employees, from all actions, claims, and demands whatsoever that may be asserted by, or on behalf of anyone, against the University, its officers, agents, staff members and employees because or as a result of, any accident, injury or illness that may occur to or be sustained by any person, agency, or company that arises out of the activities conducted under this request for proposals by the proposer, their employees or anyone acting on the proposer's behalf.

- F. Rowan University, as a State funded University, will not indemnify vendors in any form.

## **VI. FORCE MAJEURE**

- A. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.
- B. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

## **VII. PAYMENT TERMS, SCHEDULE, & COMPENSATION**

### **A. TAX CHARGES**

The University is exempt from State sales or use taxes and Federal excise taxes. Tax charges must not be included in the vendor's price quotations. The State's Federal Excise Tax Exemption number is 22-75-0050K.

### **B. PAYMENT TO VENDORS**

Payments for goods and/or services purchased by the University will be made only against the Vendor's Invoice. The vendor's Invoice in duplicate together with original Bill of Lading, express receipt, and other related documentation must be sent to the University on the date of each delivery.

- C. All cost will not exceed a total of agreed upon amount, inclusive of any reimbursable.
- D. All fees will be paid to Vendor within 30 days upon acceptance of the deliverable. Full completion is required for payment. No earnest money or partial or periodic payments will be made.
- E. All fees are to be considered 'all inclusive' and to be paid in the form of a University Check.
- F. Rowan University, unless specifically agreed upon within scope of contract, does not reimburse or pay for any of the travel or lodging needs of the contracted Vendor.

### **G. AVAILABILITY OF FUNDS**

To the extent permitted by law, the University's obligation to make payments for work not yet commenced under this contract is contingent upon the availability of appropriated funds and/or receipt of revenues and/or bond proceeds from which payment for contract purposes can be made.

### **H. NEW JERSEY PROMPT PAYMENT ACT**

The New Jersey Prompt Payment Act, N.J.S.A. 2A:30A-1 et seq., requires owners, including the University, to make payment for work within thirty (30) calendar days of the billing date, provided the work has been approved and certified by the owner or the owner's authorized agent.

## **VIII. TERMS GOVERNING ALL PUBLIC SOLICITATIONS ISSUED BY ROWAN UNIVERSITY'S**

### **A. CONTRACT AMOUNT**

The estimated amount of the contract(s), as stated in Rowan University's Proposal & Pricing Page, shall not be construed as either the maximum or the minimum amount which the University shall be obligated to order as the result of this request for proposals, or any contract entered because of this request for proposals.

### **B. CONTRACT PERIOD AND EXTENSION OPTION**

If, in the opinion of the University's Purchasing Director, it is in the best interest of the University to extend any contracts entered as a result of this request for proposals for a period of all or any part of a year, the contractor will be so notified of the University's Purchasing Director intent at least 30 days prior to the expiration date of the existing contract. If the extension is acceptable to the contractor, at the original prices and on the original terms, notice will be given the contractor by the University's Purchasing Director in writing. In such cases a net Performance Bond must be submitted by the contractor on a pro rata basis of the original Performance Bond to cover the period of the extension, at the sole discretion of the University.

**C. UNIVERSITY RIGHT TO REJECT ALL PROPOSALS**

The University reserves the right to reject any or all proposals in accordance with applicable law, or to award in whole or in part if deemed to be in the interest of the University. In the case of tie proposals orders shall be awarded to the vendor or vendors best meeting all specifications and conditions.

**D. VENDOR RIGHT TO PROTEST-INTENT TO AWARD**

Except in cases of emergency, proposers have the right to protest the University's proposed award of the contractor as announced in the notice of intent to award. Unless otherwise stated, a proposer's protest must be received no later than 48 hours after the date on the notice of intent to award. In cases of emergency, the University may eliminate the right to protest. Proposer's protest must be in writing and delivered to the University's Purchasing Director. The protests must include the specific grounds for challenging the award.

Within one week of receipt of the written protest, the University's Purchasing Director shall give written notification of the University's acceptance or rejection of the protest. In cases of rejection, the Proposer has the right to request a hearing. Such request must be made within 48 hours of the date of notice of rejection. If a hearing is requested, the University's Purchasing Director will schedule it and send written notice to the Proposer no later than one week prior to the date scheduled for the hearing. The University's approved hearing officer will preside at the hearing and may call any person he/she deems necessary to testify. Should the Proposer fail to attend, it shall be considered a retraction of his protest. The University's hearing officer shall render the University's decision within one week of the end of the hearing and give a written copy to the Proposer.

**E. TERMINATION OF CONTRACT**

**1. Change of Circumstances**—Where circumstances and/or the needs of the University significantly change, or the contract is otherwise deemed no longer to be in the public interest, the University's Purchasing Director may terminate a contract entered as a result of this request for proposals, upon no less than 30 days' notice to the vendor and an opportunity to respond.

**2. For cause:**

- a.** Where a vendor fails to perform or comply with a contract and fails to respond or comply with the written complaint of the University Purchasing Director, the University Purchasing Director may terminate the contract upon 10 days' notice to the vendor with an opportunity to respond.
- b.** Where a vendor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short shipping, etc. so that the University Purchasing Director is repeatedly required to issue written complaints, the University Purchasing Director may terminate the contract upon 10 days' notice to the vendor with an opportunity to respond. In cases of emergency the University Purchasing Director may shorten the time periods of notification and may dispense with an opportunity to respond.

**F. SUBCONTRACTING OR ASSIGNMENT**

The contract may not be sub-contracted or assigned by the contractor, in whole or in part, without the prior written consent of the Rowan University Purchasing Director. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract. If proposer proposes to subcontract the services to be performed under the terms of the contract award, he shall state so in his proposal and attach for approval a list of said subcontractors and an itemization of the services to be supplied by them. Nothing

contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the University.

**G. PERFORMANCE GUARANTEE OF PROPOSER**

The proposer hereby certifies that: The equipment offered is standard new equipment and is the manufacturer's latest model in production with parts regularly used for the type of equipment offered, that such parts are all in production and not likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

1. All equipment supplied to the University and operated by electrical current is UL listed.
2. 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.
3. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
4. 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.
5. The contractor shall immediately replace any material, which is rejected for failure to meet the requirements of the University.
6. All services rendered to the University 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 University is rendered. Payment to vendors for such services rendered may not be made until final University approval is given.

**H. DELIVERY GUARANTEES**

Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the proposal. The vendor shall be responsible for the delivery of material in first class condition to the University in accordance with good commercial practice. Items delivered must be strictly in accordance with proposal specifications. **1.** In the event delivery of goods or services is not made within the number of days stipulated under the schedule defined in the specifications, the University may at its option 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.

**I. UNIVERSITY'S RIGHT TO INSPECT PROPOSER'S FACILITIES**

The University reserves the right to inspect the proposer's establishment before making an award.

**J. PROPOSAL ACCEPTANCES AND REJECTIONS**

Proposals shall be automatically rejected for any of the following causes:

1. No signature in the proposal document.
2. Proposals received after date and time specified on proposal request form.
3. Proposal fails to provide price information.
4. Failure to provide required security.
5. Failure to attend a mandatory proposer's conference or site inspection.
6. Failure to initial any alteration of essential information such as price.
7. Essential information such as price and product description submitted only in pencil.
8. Failure to comply with State of New Jersey Affirmative Action Guidelines promulgated pursuant to Chapter 127.P.L. 1975.

**[Remainder of Page Intentionally Left Blank]**

## **TERMS & CONDITIONS: SPECIFIC TO NEW JERSEY STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS**

Rowan University is an agency of the State of New Jersey thus requiring University compliance with all State laws and regulations. The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

Where conflict among the compliance requirements or with these specifications exists the most stringent requirements shall be utilized. The most recent edition of any relevant regulation, standard, document, or code shall be in effect.

It is agreed and understood that any contracts and/or orders placed as a result of this request for proposals 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.

### **I. BUSINESS REGISTRATION**

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

- A.** The contractor shall maintain and submit to the University a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the University a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.
- B.** Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.
- C.** The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the University. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

### **II. ANTI-DISCRIMINATION**

All parties to any contract with the University agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions Contracts (Exhibit B and Executive Order 151, August 28, 2009, attached) as appropriate.

- A.** The vendor 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.

### **III. PREVAILING WAGE ACT**

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

As per P.L. 2022, c.120 (S2357) and P.L. 2023, c. 138, all in-state public works contractors must register for NJ Wage Hub and sign up for Employer Access. New Jersey Wage Hub is an official website of the New Jersey Department of Labor & Workforce Development, serving public works contractors, contracting agencies, and employers to view and submit required forms for public works contracts and qualifying services to promote fair wage practices according to the Prevailing Wage Act and Diane B. Allen Equal Pay Act.

### **IV. 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 N.J.S.A. Title 14A, Chapter 13.3.

### **V. AMERICANS WITH DISABILITIES ACT**

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

### **VI. RIGHT TO AUDIT**

Pursuant to N.J.A.C. 19:70-1.1 et. seq, the Office of the Comptroller, has the authority to audit or review contract records that are relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C- 14(d).

### **VII. MAINTENANCE OF RECORDS**

The vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

### **VIII. PAY TO PLAY PROHIBITIONS**

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

- A.** Make or solicit a contribution in violation of the statute;
- B.** Knowingly conceal or misrepresent a contribution given or received;
- C.** Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- D.** Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
- E.** Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant

would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;

- F.** Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- G.** Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- H.** Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

#### **IX. POLITICAL CONTRIBUTION DISCLOSURE**

The vendor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at \$50,000.00 or more. It is the vendor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling (888) 313-3532 or online at <http://www.elec.state.nj.us/>.

#### **X. OWNERSHIP DISCLOSURE**

Pursuant to N.J.S.A. 52:25-24.2 in the event the vendor is a corporation, partnership or limited liability company, the vendor must disclose all corporate and non-corporate ownership interests greater than 10%.

#### **XI. STANDARDS PROHIBITING CONFLICTS OF INTEREST**

The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the University pursuant to Executive Order No. 189 (1988).

- A.** No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g;
- B.** The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards;
- 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 University officer or employee, State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:130-13g. 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 a University officer or employee, 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 University officer or employee, State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;

- E.** No vendor shall cause or influence, or attempt to cause or influence, any University officer or employee, State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and
- F.** The provisions cited above shall not be construed to prohibit a University officer or employee, 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 3c of Executive Order No. 189.

## **XII. SET OFF AGAINST CONTRACT PAYMENT TAX**

- A.** Whenever any taxpayer under contract to provide goods or services to the State of New Jersey or its agencies or instrumentalities, and including the legislative and judicial branches of State government, or under contract for construction projects of the State of New Jersey or its agencies or instrumentalities, and including the legislative and judicial branches of State government, is entitled to payment for the goods or services or on that construction project and at the same time the taxpayer is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The director, in consultation with the Director of the Division of Budget and Accounting in the Department of the Treasury, shall establish procedures and methods to effect a set-off. The director shall give notice of the set-off to the taxpayer, the provider of goods or services or the contractor or subcontractor of construction projects 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, but no request for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. No payment shall be made to the taxpayer, the provider of goods or services or the contractor or subcontractor of construction projects pending resolution 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, the provider of goods and services or the contractor or subcontractor of construction projects shall be stayed.
- B.** The Department of the Treasury shall notify each provider of goods or services and contractor or subcontractor of a construction project under contract with the State, its agencies or instrumentalities in an amount of \$500,000 or greater on the effective date of P.L.1995, c.159 (C.54:49-19 et seq.) of the provisions of this section in writing within 30 days after its effective date. A contract entered into by the State, its agencies or instrumentalities with a provider of goods or services or a contractor or subcontractor of a construction project after the effective date of P.L.1995, c.159 (C.54:49-19 et seq.) shall contain a notice of the provisions in this section.

## **XIII. CONTRACTS; WARRANTY; VIOLATION**

Every contract or agreement negotiated, awarded or made pursuant to this act shall contain a suitable warranty by the contractor that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business, for the breach or violation of which warranty the State college shall have the right to annul such contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

## **XIV. ANTIDISCRIMINATION PROVISIONS**

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall

contain provisions by which the contractor agrees that:

- A.** In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B.** No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C.** There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D.** This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.
- E.** No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).
- F. BUY AMERICAN**  
Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States, whenever available, and the contractor shall be required to so certify

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

- A.** Any employer, regardless of the location of the employer, who enters into a contract with a public body to provide qualifying services to the public body shall provide a report to the Commissioner of Labor and Workforce Development, in a form issued by regulation promulgated by the commissioner, of information regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. Data regarding compensation and hours worked by employees shall be reported in the form by pay bands to be established by regulation promulgated by the commissioner. The commissioner may establish a standard presumption for the number of hours worked by a fulltime employee or by a part-time employee for whom an employer does not track actual hours worked. An employer shall provide a report for each establishment of the employer.
- B.** Any employer, regardless of the location of the employer, who enters into a contract with a public body to perform any public work for the public body shall provide to the commissioner, through certified payroll records required pursuant to P.L.1963, c.150 (C. 34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the contract. The employer shall provide the commissioner, throughout the duration of the contract or contracts, with an update to the information whenever payroll records are required to be submitted pursuant to P.L.1963, c.150 (C. 34:11-56.25 et seq.).
- C.** The commissioner shall retain the information provided by the employer during any period of time that one or more contracts are in effect between the employer and any public body and not less than five years after

the end of that period. The retained employment information shall be made available by the commissioner to the Division on Civil Rights in the Department of Law and Public Safety, and, upon request, provided to anyone who is or was an employee of the employer during the period of any of the contracts between the employer and any public body, or any authorized representative of the employee.

- D.** Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.
- E.** For the purposes of the section:
- 1.** “Public body” means the State or any agency or instrumentality of the State;
  - 2.** “Public work” means public work as defined in section 2 of P.L.1963, c.150 (C. 34:11-56.26) and which is subject to the provisions of P.L.1963, c.150 (C. 34:11-56.25 et seq.). Public work shall not include the provision of goods or products.
  - 3.** “Qualifying services” means the provision of any service to the State or to any other public body, except for public work as defined in section 2 of P.L.1963, c.150 (C. 34:11-56.26).
  - 4.** “Service” means any act performed in exchange for payment, including the provision of professional services, but shall not include the sale of goods or product.

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**TERMS & CONDITIONS SPECIFIC TO NEW JERSEY STATE LAW REQUIRING MANDATORY COMPLIANCE BY  
CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT**

**I. COMPLIANCE CODES**

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

**II. PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in c be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

**III. BUILDING SERVICE**

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

**IV. THE WORKER AND COMMUNITY RIGHT TO KNOW ACT**

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

**V. HAZARDOUS MATERIALS**

REFERENCES: 29 CFR 1910, SUBPART H AND 29 CFR.1200 et Al.

1. All hazardous materials used on the campus by any contractor are required to have a Material Safety Data Sheet (MSDA) filed with the Safety Office.
2. All hazardous materials left on-site and not consumed or used by the end of the daily work shift by a contractor's crew must be labeled and marked in accordance with the appropriate sections of the New Jersey Worker and Community Right- to-Know Act. Page 5 of 11 Last Revision 11.1.2023
3. In summary, this act required labels identifying the top five constituents of a product, hazardous or non-hazardous, by common chemical name and Chemical Abstract Service (CAS) Number.
4. Most products manufactured or packaged outside of New Jersey do not meet this requirement without additional action on the part of the end item user or consumer.
5. All requirements of the United States Environmental Protection Agency (US EPA) as outlined in 40 CFR must also be complied with. STORAGE ON SITE/CAMPUS: All hazardous materials stored on site or on campus must be secured to prevent unauthorized use or contact with campus affiliates or the general public. In addition, all stoppage must meet the technical requirements of the NJ DEP or DCA, or the University; whichever is more stringent.
6. **DISPOSAL:** All contractor owned or furnished residue or surplus hazardous material must be removed from the campus immediately after being classified as "waste", or when they are no longer usable for the project they were brought on to the campus to support. The University will not accept any hazardous materials for disposal or storage for any reason at any time from any contractor.
7. For additional information contact University Safety Office.

## **VI. SERVICE PERFORMANCE WITHIN U.S.**

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

- 1.** A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to of the Terms and Conditions provided, unless previously approved by the Senior Director of Contracting and Procurement and the State Treasurer.

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