REQUEST FOR PROPOSAL R15-2838

Oracle Fusion Financials Cloud Implementation Partner

Date of Issuance: June 8, 2015
Proposal Due Date: June 19, 2015
Issuing Office: University Procurement Services
Rutgers, The State University of New Jersey
335 George Street
Liberty Plaza
2nd Floor
New Brunswick, NJ 08901-8559
I. GENERAL INFORMATION

1.1 Purpose and Intent of the Request for Proposal

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified bidders to serve as the prime contractor in transitioning the University from its current Oracle E-Business General Ledger to a Hosted/Cloud-Based Oracle Fusion General Ledger, Grants/Projects, A/R and Treasury/Cash Management environment.

Rutgers, The State University of New Jersey anticipates contracting with a firm to serve as prime contractor and who will become an implementation partner in an Oracle Fusion Financials Cloud Service (General Ledger, Projects/Grants, Accounts Receivable, and Cash Management/Treasury) implementation. The implementation partner will participate in project organization and planning; application and system configuration, development, testing and implementation; communication workflow assessment and change management; and on system review, training and production support. The prime contractor will provide both functional and technical expertise as needed to facilitate the implementation.

1.2 Rutgers Overview

With major campuses in northern, central, and southern New Jersey and extension offices and activities in all of the state’s twenty-one counties, Rutgers is the flagship institution of New Jersey’s public higher education system. Dedicated to a threefold mission, Rutgers is equally committed to excellence in teaching, research, and public service. Founded over 200 years ago in 1766, Rutgers is distinguished as one of the oldest institutions of higher education in the country. At the same time, modern-day Rutgers, which was designated New Jersey’s state university in 1945 and 1956, qualifies as the youngest of America’s major public research institutions. For detailed information and facts about Rutgers please visit http://www.rutgers.edu/about/about-university.

1.3 Department Overview

The Office of the Senior Vice President for Finance and Treasurer directs the financial management and planning activities of the university, collaborating with leaders from the campuses, schools, and administrative units. The Finance Division is responsible for many of the integration efforts between legacy Rutgers and Rutgers Biomedical and Health Sciences, focusing on efficiency and effectiveness of financial services for the new Rutgers. The Finance Division is also working with leaders to revise the budget and financial planning model while improving the flow and quality of information to management throughout the university.
1.4 Definitions
Except as otherwise provided, the following words are defined as follows:

Addendum: Written clarification or revision to this RFP issued by the Rutgers University Procurement Services Department.

Bidder: An individual or business entity submitting a proposal in response to this RFP.

Buyer: The point of contact from the Rutgers University Procurement Services Department for this RFP and found in Section 1.6 of this document.

Contract: The final terms and conditions awarded to one or more Bidders as a result of this RFP.

Contractor: Bidder(s) that are awarded a Contract as a result of this RFP.

Evaluation Committee: A committee established by the Rutgers University Procurement Services Department to review and evaluate proposals submitted in response to this RFP and that recommends the award.

Proposal: A Bidder’s response to this RFP.

Request for Proposal (RFP): This document, which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs as identified herein.

Rutgers: Rutgers, The State University of New Jersey.

Shall or Must or Will: Indicates a mandatory requirement.

Should or May: Indicates a non-mandatory requirement.

University: Rutgers, The State University of New Jersey, also referred to as Rutgers.

1.5 The RFP Package
The documents included in this RFP package are delineated below:

Request for Proposal # R15-2838
Exhibit A: Bidder’s Declaration
Exhibit B: Price Sheet
Exhibit C: Professional Service Provider Agreement
Exhibit D: Business Associate Agreement
Exhibit E: Addendum Concerning Protected Information
Exhibit F: Declaration of Ownership Form

Bidders are strongly encouraged to carefully read the information contained in this RFP package to ensure compliance with its terms and conditions. It is the Bidder’s responsibility to immediately notify the Buyer if any of the documents are missing from the RFP package.

1.6 Rutgers Point of Contact
The Rutgers University Procurement Services Department designates a Buyer to manage each RFP and to serve at the point of contact for all questions related to this RFP. Bidders are not permitted to speak to any Rutgers personnel, whether in person, in writing or via telephone, about the RFP, except the designated Buyer listed below.

University Procurement Services
Rutgers, The State University of New Jersey
Attn: Daniel Young
Liberty Plaza
335 George St.
New Brunswick, NJ 08903

1.7 Key Dates

1.7.1 Proposal Submission
In order for a proposal to be considered, Rutgers must receive Bidder’s complete Proposal no later than June 19, 2015 2:00 P.M. at the following address:

University Procurement Services
Rutgers, The State University of New Jersey
Attn: University Procurement Services
Rutgers, The State University of New Jersey
Attn: Daniel Young
Liberty Plaza
335 George St.
New Brunswick, NJ 08903
RFP # R15-2838

The proposal package may be hand delivered or sent by mail. It is the responsibility of the Bidder to ensure that the proposal package arrives at the University Procurement Services Department by the specified proposal due date and time. Bidders using U.S. Postal Service regular or express mail should allow additional time since the U.S. Postal Service does not deliver directly to the University Procurement Services Department.
Directions to Rutgers University Procurement Services are located at [https://purchasing.rutgers.edu/locations-and-directions](https://purchasing.rutgers.edu/locations-and-directions). University Procurement Services has multiple locations so please be sure to look up directions for the office specified in section 1.7.1. Bids must be delivered to the location specified in section 1.7.1 and will not be accepted at another location. GPS systems may or may not locate Rutgers building and therefore Bidders are advised to confirm directions in advance.

At this time Rutgers does not accept electronic bid submissions. Proposals received by email or facsimile will not be considered. Any communication that reveals the contents of a sealed proposal may result in disqualification of the entire proposal.

Proposals or amendments to Proposals received after the closing time and date, for any reason, may, at Rutgers’ sole discretion, not be considered.

### 1.7.2 Questions Regarding the RFP

Rutgers’ policy is to accept and respond to all written questions from all potential Bidders. All questions regarding this RFP must be submitted in writing on or before June 12, 2015 at 2 PM and addressed to:

Daniel Young  
E-mail: Daniel.j.young@rutgers.edu  
Subject line: RFP #R15-2838, Questions – Company Name

Responses to questions will be issued via Addenda within five (5) business days of the RFP deadline, unless otherwise noted by the Buyer.

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and subject number to which it relates.

If oral explanations or instructions are given to a Bidder such instructions will not be binding on Rutgers.

### 2.0 SCOPE OF WORK/SPECIFICATIONS

**General Requirements**

Rutgers, The State University of New Jersey, anticipates contracting with a firm who will serve as prime contractor and who will become an implementation partner with Rutgers in an Oracle

- The prime contractor must demonstrate experience with Oracle Fusion Financials Cloud Service modules and specifically public sector General Ledger, Grants/Projects, Accounts Receivable, and Cash Management.
- The prime contractor must propose and provide adequate, certified and experienced consulting resources to Rutgers, The State University of New Jersey, necessary to successfully complete its project objectives within the agreed timeframe. Rutgers reserves the right to interview potential consultants prior to being accepted on the implementation team. Rutgers reserves the right to remove and replace any consultant.
- The prime contractor must clearly define assessment milestones and schedule regular progress evaluations that permit university management to determine that knowledge transfer and the project progress is occurring in the required areas at the required pace.

The prime contractor may elect, subject to university approval, to sub-contract with other consulting firms or individuals to provide the resources required, but will remain solely responsible for both the financial obligations to the sub-contractor(s) and the successful completion of the project. Rutgers, The State University of New Jersey, will consider the selected respondent to be the sole point of contact with regard to all contractual matters.

**Overview**

Rutgers, The State University of New Jersey, seeks an implementation partner that:

- has successfully implemented Oracle Fusion Financials Cloud Service as the prime contractor,
- has a strong higher education knowledge base and can bring valuable, practical experiences to the team,
- clearly understands the needs of higher education and Rutgers, The State University of New Jersey,
- will provide continuity of consultants throughout the duration of the project,
- will provide for a thorough transfer of knowledge of the selected software throughout the project,
- will provide full systems integration services,
- has successfully staffed and delivered an integrated change management process
- will work with Rutgers, The State University of New Jersey, to achieve its objectives within the constraints of the selected software and budget limitations,
- will assist in the development of end-user training and documentation,
- appreciates Rutgers, The State University of New Jersey’s need to control budgeted time and cost,
• works well with other external service providers (e.g., software integrators, hardware integrators, and consultants), and
• will work with our communications team in developing a project communication plan.

The objectives of this project include:

• implementing the Oracle Fusion Financials Cloud Service products with the associated 43 interfaces, including 3 real-time interfaces,
• building a stable application and technology platform that will meet the needs of its business and technical users,
• providing for the transfer of knowledge to all Rutgers staff the ability to support and maintain the results on an on-going basis, and
• migration of data from legacy ERP applications.

The scope of the services provided must include:

• building/modifying the current inbound and outbound interfaces (43, including 3 real-time) to legacy and third party applications,
• successful integration with a number of current projects in development including internal and external systems (These projects include: migration of legacy payroll system to PeopleSoft, implementation of a new procurement system (SciQuest), modification of the organization’s Chart of Accounts, Hyperion Reporting, Reporting Center of Excellence, etc.)
• support of up to 20 bank accounts,
• Migration of up to 2 years of historical information,
• development of an appropriate project plan, including functional/technical aspects, testing (unit/system/integration/regression/stress/performance and acceptance), pre and post implementation efforts, change management, training and communication,
• alignment of administrative processes and software capabilities,
• staffing and delivering an integrated approach for change management
• planning for and delivery of training documentation and training of university staff on the implementation,
• documentation of conversions and data mapping,
• documentation of application configurations,
• integration with university authentication services (Shibboleth (preferred), SSO, MFA, and Federation),
• solution built to provision and deprovision real-time access from legacy PeopleSoft,
• documentation of business processes, end-user procedures and an end-user training plan,
• configuration of the requisite computer environment, including all developed components, documented backup and recovery procedures,
• development and delivery of test scripts that can be retained for regression testing
• documentation of the system roll-out/go-live plan completed,
• adequate transfer of knowledge to allow Rutgers to independently manage, upgrade and support the General Ledger, Projects/Grants, Accounts Receivable, and Cash Management modules,
• 6 weeks of on-site post-implementation support, and
• University communications plan.

2.1 Interfaces / Integrations
Evaluate whether all current inbound and outbound interfaces need to feed the new systems. Lists of current interfaces are attached as Attachment 1 and 2.

2.2 Customizations
It is our intention to implement without the use of customizations or extensions.

2.3 Phased Implementation
Rutgers would entertain a phased approach to implementation. The modules that would be required in an initial phase to be implemented by July 1, 2016 include:
   General Ledger
   Projects Accounting
   Grants Management
The following modules may be implemented in a subsequent phase, except as required to support the functionality of the modules in the initial phase:
   Accounts Receivable
   Cash Management/Treasury

2.4 Reporting
A project will be underway and coexisting with this one to provide for an overall university reporting strategy and solution. This project, however will still need to: evaluate the existing suite of reports, determine which one may no longer be needed due to business process change occurring with the implementation of the Fusion Cloud Service, recommend and develop core application reports to support analysis of financial operations across the university as well as provide data to other university reporting solutions including the existing data warehouse.

2.5 Project Team Organization and Staffing
Rutgers, The State University of New Jersey has identified the governance structure for its Financial Business and Technology initiatives. That structure is pictured below.
The University has appointed the Controller as Project Champion. A Rutgers Project Manager, taking direction and guidance from the Program Management Office, will lead the project with support from a counterpart from the selected bidder and direct multiple project teams comprised of both Rutgers functional and technical OIT members and consulting resources.

2.6 Staff Training, Change Management and Communication
The Bidder(s) will be expected to advise and consult with Rutgers, The State University of New Jersey, its project champion, project executive and project manager on needed staff training (including documentation and training plans) as well as the development of generalized and focused communications to the project team(s) as well as to a broader Rutgers audience.

2.7 Previous Questions
Rutgers University previously conducted an RFP in an attempt to select a Oracle Fusion Financials Cloud Implementation Partner, but did not make a contract award as a result of that RFP process. During the previous RFP, bidders asked and Rutgers University responded to a variety of questions. The questions and answers received during the previous RFP are attached to this document in MS Word format in a document titled “Previous Questions”. There may be some slight variance in page numbering between the original RFP document and this document.

3.0 CONTRACT TERMS
The Contract awarded as a result of this RFP will start on or about July 1, 2015 and will remain in effect until project completion. The original terms and conditions will remain in effect for any extension period.
3.1 Contract Documents
The Contract Documents, which set forth the terms and conditions of any Contract awarded as a result of this RFP are:

- Professional Service Provider Agreement attached as Exhibit C
- Business Associate Agreement attached as Exhibit D
- Addendum Concerning Protected Information attached as Exhibit E

4.0 PROPOSAL RESPONSE REQUIREMENTS

Bidders shall respond to each item in this section by listing the item number, then providing a detailed explanation and response to the requirement.

4.1 Scope of Work Response
Bidder must provide a detailed response to Section 2.0, or Bidder must affirm its ability to perform the scope of work outlined in section 2.0.

Please provide a response to each section listed below.

4.1.1 Executive Summary
The proposal must include an Executive Summary. This Executive Summary should concisely convey what the Bidder sees as the most important messages of the proposal, the factors that differentiate the Bidder's offering from the competition, and the critical points for Rutgers, The State University of New Jersey, to consider in its implementation.

4.1.2 Qualifications
Rutgers, The State University of New Jersey seeks to build a working relationship with an implementation partner that will facilitate the attainment of the University's goals by implementing Oracle Fusion Financials Cloud Service software and the related process and organizational changes, on time and within budget.

The university is looking for an implementation partner that:

- Has successfully implemented Oracle Fusion Financials Cloud Service application software as the prime contractor
• Has a distinct higher education practice and can bring valuable, practical experiences to the team,
• Clearly understands the needs of higher education and the university,
• Has a track record of providing innovative solutions if the software does not adequately address the needs of higher education,
• Is highly qualified and experienced in the technical aspects of the Oracle Fusion Financials Cloud applications environment,
• Will provide for a thorough transfer of knowledge and can provide full systems integration services,
• Can work with the university to achieve its objectives within the constraints of the software,
• Appreciates the university’s need to control budgeted time and costs,
• Brings enthusiasm and optimism to the team,
• Works well with other external services providers (e.g., software vendors, hardware vendors, and consultants), and
• Brings expertise in the design of the Accounting Flexfield to ensure maximum flexibility and ease of use along with appropriate definition and placement of attributes to facilitate both short term and long term reporting requirements.

4.1.3 References

Bidders shall provide with their proposal at least three (3) professional references, present or past, which can be contacted for verification of the bidder's professional qualifications to meet the requirements set forth herein.

4.2 Implementation and Consulting Services

4.2.1 Provide a brief profile of your firm and your firm's background, include the number of years in business, number of employees, and ability to provide the required services outlined in this RFP. Please include specifics related to experience with the higher education community and areas of expertise and focus.

4.2.2 Describe your consulting services organization (i.e., staffing levels, skills). Do you have a separate higher education practice? Specify the number of consultants your organization has dedicated full time to higher education implementation.

4.2.3 Describe the Oracle modules for which your firm possesses specialized implementation expertise and experience. Identify modules by name and version, and describe the approach taken by your firm to develop and maintain expertise in the software and associated implementation issues.
4.2.4 Provide at least five (5) site references from higher education organizations of comparable size and complexity to Rutgers with which the supplier served as the prime contractor (implementation partner) for Oracle applications implementations. Include the following information for each reference:

A. Provide an overview of nature and scope of project, including the functional areas, the version, start date and date implemented.
B. Provide functional and technical contact information for each reference, including name, title, and phone number.
C. Did you use sub-contractors for any part of the project? If so, why?
D. Provide additional comments about your participation in the project, if needed, to clearly describe the Bidder’s involvement in the implementation.

4.2.5 Provide any additional information about your experience and qualifications to be the prime contractor for Rutgers, The State University of New Jersey.

4.2.6 Describe what you consider to be the top five (5) critical success factors for the proposed project and why.

4.2.7 Provide a detailed project plan for a General Ledger implementation, including Project Accounting and Grants Management, Accounts Receivable, and Cash Management modules, with major milestones and key deliverables indicating the project critical path and dependencies, with a July 1, 2016 go-live date. The work effort should be at the lowest possible level and indicate task responsibility as either internal or external resource.

4.2.8 Provide a list of related higher education projects currently active along with a brief description of the project, start and projected end dates and contact information.

4.2.9 Are all of your consultants full-time employees or do you sub-contract to other organizations as resources are needed?

4.2.10 Describe the recommended number of infrastructure/technical and functional resources and the skill mix Rutgers should plan on providing toward the project on a full-time basis and those that would be needed on a part-time basis for two different implementation options: 1) a fiscal year cutover and, 2) a mid-year cutover. In addition to project management, identify staffing requirements by component: data conversions and interfaces, General Ledger, Projects/Grants, Accounts Receivable, and Cash Management/Treasury setups and implementation.

4.2.11 Specify your recommended structure and mix of people, clearly defining on-site and off-site, with break-down pricing for both. Provide an organization chart of the proposed team
structure. Provide resumes of actual (if known) or representative team members you will be providing for this engagement

4.2.12 Describe the roles and responsibilities (for both the consultants and Rutgers University personnel) for the proposed project.

4.2.13 Describe your firm's policy and record of accomplishment concerning the continuity of staff assigned to implementation projects. What is your average staff turnover during a project?

4.2.14 Describe any situations or circumstances where your consultants have worked at a location other than where the project team was located and for how long.

4.2.15 How many consultants do you currently have available and waiting for assignment on a project? Provide resumes of actual (if known) or representative team members you will be providing for this engagement

4.2.16 Describe any situations or circumstances where there have been unique space or equipment needs. Please specify.

4.2.17 Describe the mechanisms the firm uses to keep its partners and/or senior level staff involved in project activities and appraised of project status.

4.2.18 Describe the escalation process and risk mitigation strategy that your firm uses to ensure that an appropriate level of attention is given to problems and complaints.

4.2.19 Identify and describe the methodology used in prior implementations for project management. Describe situations and provide examples where you have provided full time project management support and/or part time support. Explain how the progress of the project is tracked and measured.

4.2.20 Describe the process for proposing changes to the project plan that were not covered in the original scope of work (change orders).

4.2.21 Describe your quality assurance mechanisms and approach.

4.2.22 Describe any project(s) on which you were the implementation partner where the original project timeline or scope of the project was not met and why. Please be specific.

4.2.23 Describe any project(s) on which you were the implementation partner where the cost estimates and projections were exceeded and why. Please be specific.
4.2.24 What is your approach to data conversions and what tools are available to assist with data conversions?

4.2.25 Describe any special considerations or issues regarding data conversions in a fiscal year versus mid-year implementation.

4.2.26 Describe your experience with a General Ledger, Projects/Grants, Accounts Receivable, and Cash Management/Treasury implementation that went live on a date other than the start of a fiscal year. What are the implications and additional work required to support this type of implementation?

4.2.27 Describe your approach to testing and quality assurance.

4.2.28 What documentation standards or templates do you typically use during an implementation project?

4.2.29 Describe the process for knowledge transfer during implementation; describe how you would help transition knowledge and expertise to the staff.

4.2.30 Describe how a plan for the development and delivery of training and documentation is incorporated into the Bidder's project plan.

4.2.31 Describe any other issues that may assist Rutgers University in evaluating the Bidder's capabilities for this project.

4.3 Contract Terms and Conditions
Bidder must identify any exception(s) to the terms and conditions provided in Section 3.0 and provide reason for exception and, if applicable, suggested replacement language. Rutgers reserves the right, in its sole discretion, to accept or reject any Proposal based upon the identification of exceptions to the Contract Terms and Conditions by Bidders.

4.4 Affirmative Action Notification
If awarded a contract under this RFP, Bidder shall be required to comply with the requirements of N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27. Rutgers requires that once an award is made Bidder provides one of the following documents: Form AA-302 (Goods and Services) or Form AA-201(Construction); or a letter of Federal Approval indicating that your company is under an existing Federally approved; or a sanctioned affirmative action program or a Certificate of Employee Information Report (“Certificate”), issued in accordance with N.J.A.C.17:27.1.1 et seq. The Form AA-302 and Form AA-201 are located on our website at https://purchasing.rutgers.edu under the “FOR SUPPLIERS” tab. The forms will need to be
provided to Rutgers prior to the final Contract being executed or purchase order being issued. Please confirm your ability to meet this requirement in your response.

4.5 Billing
Rutgers requires invoicing to be sent directly to Accounts Payable with the Purchase Order number clearly identified on the invoice. Please confirm that your firm can meet this requirement. Please provide a sample invoice. [Insert when using university-wide contracts]
Please describe your capabilities to process Electronic billing (EDI or XML) invoicing.

5.0 GENERAL TERMS AND CONDITIONS OF THE RFP PROCESS

5.1 Proposal Preparation and Content
Bidders must follow the instructions contained in this RFP when preparing and submitting their Proposal. The Proposal should be thorough and detailed as possible, organized in the order in which the requirements are presented in the RFP, so that Rutgers may properly evaluate the Bidder’s capability to provide the required services.

Bidders shall submit one (1) hard copy original (clearly marked), one (1) electronic copy (flash drive or CD) and six (6) hard copies of their Proposal.

Forms Required with Proposal

1. RFP #R15-2838 Declaration (Exhibit A) duly executed by the Bidder
2. Bidder’s detailed responses pursuant to Section 4 of this RFP
3. Completed Prices Sheet (Exhibit B)
4. Declaration of Ownership Form (Exhibit F)
5. Acknowledgement of any Addenda issued as part of this RFP

Requirements to be supplied after award, prior to the execution of a Contract or issuance of a Purchase Order:

1. Certificate of Insurance with Rutgers named as an additional insured
2. Affirmative Action Documents
3. Business Associate Agreement
4. Contract Addendum Concerning Protected Information

5.2 Proposal Format
All proposals must be typed or written in ink when applicable. Any required signatures must be in ink, and any corrections (whiteouts, erasures, write-overs) must be initialed in ink. Electronic
formats should be in Microsoft or Adobe and submitted via a CD or flash drive as one file, and viewable as “read only.”

5.3 Addenda
Rutgers reserves the right to modify this RFP for any reason, in part or in its entirety. Rutgers may issue a change or clarification to requirements by means of an Addendum. Any Addenda will be provided to each Bidder that has received the initial RFP. Since all Addenda become a part of the requirements of the proposal, all Addenda must be signed by an authorized Bidder representative, and returned with the proposal on or before the bid opening date and time. Failure to sign and return all Addenda may be grounds for rejection of the proposal. Rutgers has the right to in its sole discretion to award this contract in whole or in part, if it deems it is in its best interest to do so.

5.4 Rejection/Award of Proposals
Rutgers reserves the right to reject any or all proposals, in its sole discretion for any reason and at any time if deemed to be in the best interest of Rutgers to do so. Rutgers reserves the right to waive any technical or formal defect of any Proposal. Rutgers shall have authority to award purchase orders or contracts to the Bidder or Bidders, whose Proposals are deemed, in Rutgers sole discretion, to be most advantageous to Rutgers, price and other factors considered.

5.5 Right to Seek Additional Information
Rutgers reserves the right to seek clarification and additional information on any point in connection with this RFP from any or all Bidders if it is in Rutgers’ best interest to do so.

5.6 Right to Cancel
Rutgers reserves the right to cancel this RFP without any obligation and for any reason, in part or in its entirety. Rutgers will notify all Bidders, in writing, of a decision to cancel the RFP.

5.7 Bid Opening
Rutgers policy is to conduct public bid openings for its RFP process on the date and time indicated as the due date on this RFP. Rutgers policy is to make public the Bidder’s name, and address at the public bid opening. Pricing may be disclosed if Rutgers does not intend to conduct a BAFO or negotiations. Attendees will not be permitted to review proposals. Rutgers reserves the right not to hold a public bid opening or to publicly announce only the names and addresses of Bidders submitting Proposals at the bid opening, for any reason and in its sole discretion.

5.8 Postponement of a Bid Opening
If an emergency or unanticipated event interrupts normal Rutgers processes to cause the postponement of the scheduled bid opening or the issuance of an Addendum, the Buyer will issue, in writing, to all Bidders, the new timeline and process for this RFP.
5.9  Cost Liability
Costs and expenses incurred by Bidders for developing information in response to this RFP or attend conferences or presentations are entirely the responsibility of the Bidder and shall not be billable Rutgers.

5.10   Proposals Will Belong to University
Material submitted by a Bidder to Rutgers becomes the property of Rutgers.

5.11   Validity of Proposal
The proposals submitted shall be valid for a period of one hundred and eighty (180) days. No work shall be performed until a contract has been fully executed and a Purchase Order has been issued.

5.12   Confidentiality
As an instrumentality of the State of New Jersey, Rutgers is subject to the Open Public Records Act and has an obligation to keep its business dealings and transactions transparent. Consequently, the presumption applicable to all Bids is that bid forms, proposals, documents and responses submitted to Rutgers are releasable under OPRA. OPRA only provides for certain exemptions where documents in the possession of Rutgers, as a public entity, are exempt from disclosure. If a Bidder believes that a certain limited, portion of the information included in the bid proposal is a proprietary trade secret that portion should be clearly marked "Confidential."

Please consult the OPRA website prior to identifying any portion of a bid “Confidential” (http://www.state.nj.us/opra). It is not acceptable to simply label the entire Proposal "Confidential."

5.13   Code of Conduct and Fair Competition
It is the responsibility of the Bidder to notify the Buyer in writing of any possible conflict of interest as set forth herein. Rutgers will investigate the matter and determine if an actual conflict of interest exists. Rutgers expects all of its suppliers to comply with the New Jersey State Conflict of Interest Law as outlined at https://purchasing.rutgers.edu/sites/default/files/wysiwyg/docs/NoticetoVendors%20final.pdf

Rutgers reserves the right to cancel the award if, in its sole discretion, it determines that any interest disclosed from any source could give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Bidder. Rutgers’ determination regarding any questions of conflict of interest shall be final.

5.14   Representation of Ability to Perform
Submission of a response to this RFP constitutes a representation that there is no action suit, proceeding, inquiry or governmental agency, public board or body, pending or, to the best of
the Bidder’s knowledge, threatened, which would in any way prohibit, restrain or enjoin the
evaluation or delivery of the Bidder’s obligations, or diminish the Bidder’s obligations or
financial ability to perform under the terms of the proposed contract.

5.15  Applicable Laws
Bidder must comply with all local, state and federal laws rules and regulations applicable to the Proposal.

5.16  Proposal Withdrawal
Bidders may change or withdraw a Proposal at any time prior to the scheduled bid opening by
addressing a written communication to the Buyer prior to the bid opening date and time. If
during a bid evaluation process an obvious pricing error made by a Bidder is found, Rutgers may
issue a written notice to the Bidder. The Bidder will have five (5) days after of the notice to
confirm its pricing. If the Bidder fails to respond, its Proposal shall be considered withdrawn,
and no further consideration shall be given to it.

5.17  Alternate Bid Item(s)
If the RFP does not specifically call for the submittal of alternate bid item(s) and a Bidder
submits alternate bid item(s), Rutgers may deem the Proposal to be non-responsive and
reject the same. In the event that alternate item(s) are specifically called for in the RFP,
any Proposal which does not include bid(s) for the alternate item(s) may result in the Proposal being deemed by Rutgers to be non-responsive and rejected. In the event that
bids for alternate item(s) are specifically called for in the RFP, the Bidder is referenced to
the provisions of the Contract permitting Rutgers, during performance of the work of
the Contract, to add or delete such alternate item(s) with the cost or credit (inclusive of
all direct and indirect costs, supervision, overhead and profit) for such alternate item(s)
to be in the amount(s) set forth in the Bidder’s Proposal for such alternate item(s).

5.18  Bid Protest Procedures
Bid protest procedures are located at https://purchasing.rutgers.edu/how-do-business.

6.0  EVALUATION AND SELECTION PROCESS

6.1  Evaluation Committee and Criteria
Proposals may be evaluated by an Evaluation Committee composed of members including but
not limited to representative(s) from University Procurement Services, departments that will
utilize the Contract, and members of the University community including students, staff and
board members. The Evaluation Committee may choose to make use of the expertise of an
outside consultant in an advisory role.
The following evaluation criteria will be used to evaluate Proposals. The categories are not listed in any order of significance and may be used to develop more detailed evaluation criteria to be used in the evaluation process.

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<thead>
<tr>
<th>Organization and Consultant Experience</th>
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<tr>
<td>Quality of References</td>
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<td>Recommended Strategy and Approach, including Timeline and Staffing Model</td>
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<td>Pricing</td>
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6.2 Rutgers Right to Consider Additional Information
Rutgers reserves the right to check Bidder’s financial capacity and ability to successfully undertake and provide the services required by this RFP.

Rutgers reserves the right to consider evidence of formal or other complaints against any Bidder(s) by Rutgers for contracts held in the past or present by the Bidder.

Rutgers may obtain any additional information determined to be appropriate regarding the ability of the bidder to provide the services required by this RFP.

6.3 Negotiations
After evaluating proposals and prior to award of a Contract, Rutgers may, at its sole discretion, enter into negotiations with one or more Bidders. The primary purpose of negotiations is to maximize Rutgers’ ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations, may, at Rutgers sole discretion, be held with one or more bidders. No Bidder has a right to participate in the negotiation process. Negotiations will be structured by Rutgers to safeguard information and ensure that all Bidders are treated fairly.

6.4 Best and Final Offers (BAFO)
Rutgers reserves the right, at any time prior to the award of a Contract and for any reason, to request and consider "best and final" proposals from one or more of the Bidders who have submitted a proposal. The number of Bidders allowed to submit "best and finals" and the scope of the "best and finals" shall be determined solely by Rutgers. No Bidder has a right to submit a "best and final." Any Bidder who is asked and fails to submit a "best and final" may not be given further consideration.

Negotiations and BAFO will be conducted only in those circumstances where Rutgers deems it is in its best interest to do so. Therefore, Bidders are advised to submit their best technical and price proposal in response to this RFP since Rutgers, may, after evaluation, make an award based on the initial submission without further negotiations and of a BAFO opportunity.
6.5 Site Visit
Rutgers reserves the right to conduct site inspections of any facility(s) used by Bidder or any sub-contractor to the bidder that would be used to perform the services outlined in this RFP. This right extends to all facilities that Rutgers is aware of or becomes aware of, whether or not the facility is listed in the bidder’s proposal.

6.6 Oral Presentations
Bidders who submit proposals may, at the sole discretion of Rutgers, be required to give an oral presentation(s) of their proposal to the evaluation committee. The Buyer will notify Bidder(s) if oral presentations are required. Presentations will be scheduled for June 24, 25 and 26. Notification of selection to present will be made no later than June 22 at 2pm and agendas for those presentations will be presented at that time.

No comments about other bids are permitted during oral presentations. Bidders may not attend presentations made by their competitors.

Attachments 1 and 2 and BANNER and Oracle Financial Statistics are provided as MS Excel Documents; Chart 1 and Architecture Documents 1 and 2 and Previous Questions are provided as MS Word Documents.
EXHIBIT A  
BIDDER'S DECLARATION

This proposal is in response to Rutgers Request for a Proposals (“RFP”) for RFP # R15-.

Bidder agrees to perform in accordance with all provisions of the RFP documents and any addenda thereto, except as may be specifically stated in this proposal, at the prices set forth in their proposal.

Signature of the bidder attests that the bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in this Request for Proposal unless otherwise stated in writing and submitted with the proposal and that Rutgers shall not be responsible for any errors or omissions on the part of the undersigned in preparing this proposal.

_____________________________    ________________________________
Authorized Signatory       Title

______________________________
Company Name

______________________________
Date

______________________________
Company Address

______________________________  ________________________________
Telephone Number       Federal Taxpayer I.D. Number
Exhibit B- Price Sheet
Oracle Fusion Financials Cloud Service Implementation

RFP #R15-2838

BIDDER NAME: _____________________________

TOTAL, FIXED, ALL-INCLUSIVE, PRICE TO PROVIDE ALL SERVICES REQUIRED BY
THIS RFP, INCLUDING, BUT NOT LIMITED TO INTERFACES, INTEGRATIONS,
HISTORICAL MIGRATIONS, STAFF TRAINING, CHANGE MANAGEMENT,
CONVERSIONS, REPORT PROCESSING, TRAVEL, TELEPHONE, POSTAGE, AND
ADMINISTRATIVE COSTS.

TOTAL COST - $_________________________

In addition to the above, the Bidder must submit the budget developed for providing the services
required by this RFP. *This information will be used for evaluation purposes only*, and is
intended to provide the university with an additional perspective on how the bidder will allocate
financial resources in undertaking the work required by this RFP. Please use the table below,
and attach additional pages, if necessary.

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<tr>
<th>Position/Title</th>
<th>Hourly Rate</th>
<th>% Dedicated</th>
<th>Est. Total Hours</th>
<th>Professional Fees</th>
<th>On/Off Shore</th>
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Exhibit C - Professional Services Provider Agreement

This Professional Service Provider Agreement (“Agreement”), entered into on _________________, 20______ by and between Rutgers, The State University of New Jersey (“Rutgers”) and _________________ (“Service Provider”).

Scope of Services
Service Provider agrees to perform the services described in Exhibit A, Scope of Work (“Services”).

Payment
Conditioned upon Service Provider’s performance of the Services in accordance with this Agreement, Rutgers will pay Service Provider the amounts defined in Exhibit A as the Fees. The Fees specified in Exhibit A represent Rutgers’ total financial commitment to Service Provider for all Services and deliverables, applicable taxes, and other obligations under this Agreement. Rutgers is not subject to any sales or use taxes and such taxes will not be included in the Fees charged by Service Provider. Service Provider will provide invoices directly to the Project Director identified in Exhibit A. Undisputed invoices will be paid within 45 days of receipt of invoice to the Service Provider.

Term
The term of this Agreement is from _________________, 20______ to _________________, 20______, unless otherwise terminated in accordance with this Agreement. Services may not begin nor payment authorized prior to execution of this Agreement by an authorized signatory in Rutgers University Procurement Services.

Termination
Rutgers may terminate this Agreement in whole or in part at any time without cause upon at least 15 days written notice to Service Provider. If, this Agreement is a subcontract (with Rutgers being the contractor to another party, and Service Provider being Rutgers’ subcontractor), then Rutgers may immediately terminate this Agreement upon written notice to Service Provider if the prime contract is terminated for any reason.

Rutgers may terminate this Agreement upon at least 10 days written notice to Service Provider, for Service Provider’s breach of this Agreement, unless during such notice period, Service Provider fully cures the breach to Rutgers reasonable satisfaction.

Service Provider may terminate this Agreement upon at least 30 days written notice to Rutgers, for Rutgers’ failure to pay any undisputed amounts then due, unless during such notice period Rutgers fully cures the breach.

If Rutgers terminates this Agreement without cause, Rutgers will promptly pay Service Provider for its Services performed through the effective date of termination, in accordance with the terms of this Agreement.

In the event of any termination, or at any time upon Rutgers’ request, Service Provider will: (i) immediately return to Rutgers any Rutgers proprietary materials and information in Service Provider’s possession or control, including, without limitation all Rutgers Confidential Information and any deliverables then under development; and (ii) at Rutgers’ request, cooperate with Rutgers in the transition of the work performed under this Agreement to Rutgers or its designee.

Any provisions of this Agreement (including, but not limited to, confidentiality and indemnity obligations) that by their nature extend beyond termination will remain in effect in accordance with their terms.

Performance of Services
Service Provider will perform the Services in a timely manner and in accordance with any project schedule set forth in Exhibit A. The parties agree that “time is of the essence” with respect to Service Provider’s performance.

Service Provider will assign qualified and experienced personnel to perform the Services. Where Exhibit A identifies specific Service Provider personnel, these individuals will remain assigned to provide the Services
throughout the term of this Agreement, in accordance with their roles and responsibilities identified in Exhibit A, unless otherwise approved in writing by Rutgers. If Rutgers objects to the manner of performance of any Service Provider personnel (including any third party contractors or agents of Service Provider), Service Provider will promptly take all necessary actions to rectify the objections, including, if requested by Rutgers, the prompt removal of the individual from the provision of Services to Rutgers. If it becomes necessary to replace any personnel, Service Provider will provide as a replacement a person with equivalent or better qualifications, as approved by Rutgers (such approval not to be unreasonably withheld).

Rutgers will have a reasonable opportunity (not to exceed 30 days, unless otherwise specified in Exhibit A) to review all deliverables or Services provided to Rutgers under this Agreement. If Rutgers informs Service Provider of a deficiency in the deliverables or Services, Service Provider will promptly make corrections and re-submit them to Rutgers for review and approval. Service Provider will not charge Rutgers for the time and expense in making corrections to deliverables that fail to comply with the requirements of this Agreement. If Service Provider is not able to timely make all appropriate corrections, Rutgers may elect to terminate this Agreement, in which event Service Provider will promptly refund any amounts previously paid by Rutgers for work not performed in accordance with this Agreement. Nothing in this clause will excuse Service Provider from meeting any delivery or project schedule set forth in Exhibit A.

Service Provider will provide timely and complete status and other reasonable reports to the Rutgers Project Director at least once each month or as otherwise required by Exhibit A. Status reports will identify anticipated or actual project delays or issues in reasonable detail. If Service Provider believes that Rutgers is failing to perform any activity or obligation that will delay or interfere with Service Provider’s performance of this Agreement, Service Provider will promptly notify the Rutgers Project Director in writing, and will cooperate with Rutgers efforts to resolve the matter. Rutgers’ failure to perform any activity or obligation will not excuse Service Provider’s delay or nonperformance, unless Service Provider provides timely notice to Rutgers in accordance with this Agreement.

Service Provider will perform the Services in accordance with all applicable laws, rules and regulations, including equal employment opportunity and import and export control laws and regulations. If Services are funded through a government grant or contract, Service Provider will comply with all laws, regulations, standards, and rules applicable to such grant or contract, as if they were fully set forth in this Agreement.

**Indemnification**

Service Provider will indemnify, hold harmless and defend Rutgers, its governors, officers, faculty, students, agents, and employees against any and all damages, suits, actions, claims, liabilities, losses, judgments, costs and expenses arising out of or relating to (i) any personal or bodily injury (including death) or property damage caused by Service Provider’s negligent, willful, or unlawful acts or omissions or breach of this Agreement, (ii) breach of Service Provider’s confidentiality obligations, or (iii) an infringement or misappropriation of any third party intellectual property or proprietary rights (including, without limitation, trademark, trade secret, copyright or patent) by the Services or Work Product.

**Insurance**

Service Provider shall, and cause its subcontractors of any tier, to maintain, at its own cost and expense, the insurance policies described herein and submit to Rutgers at execution of this Purchase Order evidence thereof in the form of current certificates of insurance certifying all coverage. All policies and certificates of insurance, except workers compensation, shall be endorsed to name Rutgers as an additional insured and provide for the insurer’s waiver of subrogation in favor of Rutgers. **Such coverage shall be deemed primary coverage irrespective of any insurance maintained by Rutgers.** All policies and certificates shall contain the provision that the insurance shall not be cancelled for any reason, except after thirty (30) days written notice to Rutgers. The following insurance coverage is the minimum required and shall not relieve the Supplier of any liability where liability for injury, death, and property damage is greater than the insurance coverage.
(1) Commercial General Liability Insurance covering bodily injury, death or property damage with minimum combined single limits of $2,000,000.00 per occurrence and in the aggregate. This policy shall be endorsed to name the Rutgers as an additional insured and include broad form contractual liability, products liability and completed operations coverage.

(2) Worker’s Compensation and Employer’s Liability Insurance which provides statutory coverage in accordance with the Worker’s Compensation Laws of the State of New Jersey and Employer’s Liability coverage with limits of not less than:
   $1,000,000 each employee for Bodily Injury by Accident
   $1,000,000 each employee for Bodily Injury by Disease
   $1,000,000 Bodily Injury by Disease policy limit

(3) Business Automobile Liability insurance covering all owned, non-owned and hired vehicles with a combined single limit of $1,000,000 each accident and in the aggregate

Failure to maintain insurance coverage consistent with the provisions of this Section shall be considered a material breach of contract.

Ownership Rights
Service Provider may incorporate or develop processes, works of authorship whether or not fixed in a tangible medium of expression and other information and know-how in the course of delivering the Services (collectively hereinafter “Work Product”) either alone or in conjunction with any other person or entity during the term of this agreement.

Service Provider will retain ownership of its pre-existing and proprietary materials and of intellectual property that may be incorporated into the Work Product. Service Provider hereby grants Rutgers a perpetual, irrevocable, royalty-free, worldwide right and license to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on the Work Product or otherwise provided to Rutgers, in the course of performing the Services, but solely for the purpose of instruction. Rutgers shall not distribute the Work Product or any portion(s) thereof outside the University for any purposes without prior written consent of the Service Provider.

Warranties
Rutgers and Service Provider hereby represent and warrant that (i) each party has the legal capacity to execute and perform this Agreement; and (ii) that this Agreement is not fully executed until the issuance of a Rutgers Purchase Order to Service Provider.

Service Provider represents and warrants (i) that it is not debarred, suspended, proposed for debarment, declared ineligible; (ii) that the execution and performance of this Agreement by Service Provider does not, and will not, violate or conflict with the terms of any existing agreement or understanding to which Service Provider is a party; (iii) that the execution and performance of this Agreement by Service Provider does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding on Service Provider; (iv) that Service Provider knows of no reason why Service Provider is in any way (physically, legally or otherwise) precluded from performing the obligations under this Agreement in accordance with its terms; and (v) that it does not have any non-disclosure, confidentiality, non-competition or other similar obligations to any current or former employer or any other person or entity, concerning proprietary, secret or confidential information used in this Agreement.

Service Provider shall not disclose to Rutgers or induce Rutgers to use any proprietary, secret or confidential information or material belonging to others, including any current or former employers or persons with whom Service Provider has had a consulting arrangement.

In addition, Service Provider warrants that it will perform the Services (i) in a diligent and highly professional manner, (ii) in accordance with applicable law; and (iii) through experienced individuals qualified to perform the Services. Service Provider will obtain all required governmental and third-party licenses, approvals, and permits appropriate for the provision of Services and deliverables.
Further, Service Provider warrants that all deliverables will be developed in accordance with the quality standards of the applicable industry, and will meet in all respects the requirements set forth in Exhibit A and this Agreement. Without limitation, Service Provider warrants, to the extent applicable, that the deliverables will operate fully and correctly on the hardware and operating system and in conjunction with other software programs with which they are intended to operate and interface.

Service Provider warrants that there exists no actual, potential or appearance of conflict between Service Provider and Rutgers. Furthermore, Service Provider represents that it has not offered (and will not offer during the term of this Agreement) any compensation, reward, gift, favor, service, outside employment, reimbursement of expenses, loan, ownership interest, or anything else of value, to any officer, employee, or faculty member of Rutgers as an inducement to enter into or renew this Agreement. Service Provider will notify Rutgers in writing of any change in conditions that might give the appearance of a conflict of interest.

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. 1320a-7b(b) ("Anti-kickback Statute"), or the federal "Stark Law," set forth at U.S.C. 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement.

Where the sale of goods and services hereunder requires compliance with any state or federal anti-kickback statute, and/or any federal or state anti-referral law, including the "Stark Law", Supplier certifies that it has received a copy of the RBHS Code of Conduct and Rutgers’ Stark Law and Anti-Kickback Statute Policies and Procedures. The RBHS Code of Conduct is available at http://rbhs.rutgers.edu/complweb/code/conduct.pdf. Rutgers’ Stark Law and Anti-Kickback Statute Policies and Procedures are available at http://policies.rutgers.edu/10024-currentpdf. Each party shall ensure that its individuals providing service under the agreement who meet the definition of "Covered Persons" (as such term is defined in the "Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and the University of Medicine and Dentistry of New Jersey", as amended by a letter agreement dated May 1, 2013 between OIG and Rutgers, available at https://ethics.umdnj.edu/mtrxprod/documents/CIA_agree_RU UMDNJ.pdf) shall comply with RBHS's Compliance Program, including the training related to the Anti-Kickback Statute and the Stark Law.

The warranties set forth in this Agreement are exclusive, and neither party makes any other warranty, express or implied, including and implied warranties of merchantability and fitness for a particular use.

**Remedies**

Service Provider acknowledges that Rutgers will be irreparably harmed if Service Provider’s obligations hereunder are not specifically enforced and that Rutgers would not have an adequate remedy at law in the event of an actual or threatened violation by Service Provider of its obligations hereunder. Therefore, Service Provider agrees and consents that Rutgers shall be entitled to an injunction, including preliminary, or any appropriate decree of specific performance for any actual or threatened violation or breaches by Service Provider or any agent of Service Provider, without the posting of any bond, and such other relief as may be just and proper, including the right to recover all losses or damages suffered by Rutgers resulting from any such breach or threatened breach. Service Provider further agrees that, in such event, Service Provider shall reimburse Rutgers for its attorneys’ fees and costs. In the event Rutgers applies to seal any papers produced or filed in any judicial proceedings to preserve confidentiality, Service Provider specifically agrees not to oppose such application and to use its best efforts to join such application.

**Relationship of the Parties**

Service Provider is an independent contractor, and nothing in this Agreement constitutes the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.
Furthermore, Service Provider and its employees or agents, are not, and shall not be considered, employees of Rutgers. Service Provider acknowledges full responsibility for compliance with all Federal, State, and City tax regulations regarding taxes that may accrue for the Services, including expenses, if any, paid to Service Provider as a result of services rendered to Rutgers. Further, Rutgers will not provide any medical, health, insurance or similar plans or workers’ compensation or any other benefit whatsoever to Service Provider, its agents or employees.

Service Provider has no actual authority, nor shall the Service Provider give the impression of having apparent authority, to bind or represent Rutgers with regard to any third parties.

**Confidential Information**

Service Provider will treat as confidential all data, records, accounts, and other information regarding Rutgers and its affiliates that become known to Service Provider or is generated by Service Provider through its activities hereunder, including information regarding Rutgers and its affiliates’ operations, policies, procedures, faculty, employees, students, information technology systems, and financial information and plans (“Rutgers Confidential Information”). Rutgers Confidential Information includes the Services and deliverables. Service Provider’s confidentiality obligations include establishing and maintaining appropriate safeguards, procedures, and systems to avoid the unauthorized destruction, loss, alteration, access to, or disclosure of any Rutgers Confidential Information, in accordance with the standards of the applicable industry and as otherwise required by applicable law.

Rutgers will treat as confidential all of Service Provider’s proprietary methodologies, software and materials that Service Provider provides to Rutgers hereunder and which are marked “Confidential” or “Proprietary” (“Service Provider Confidential Information”). In no event will Service Provider Confidential Information be deemed to include any Rutgers Confidential Information.

During and after the term of this Agreement, neither party will use nor disclose the other party’s Confidential Information, except for the purpose of providing, receiving or using the Services in accordance with this Agreement, or as may be required by law, regulation or court order. Service Provider will obtain from all subcontractors and agents authorized to perform the Services under this Agreement a signed written statement agreeing to the confidentiality provisions herein.

The obligations of confidentiality under this Section do not apply to any information to the extent it: (i) was known to the receiving party prior to such party’s receipt of or access to that information under this Agreement, (ii) was or becomes a matter of public information or publicly available through no act or failure to act on the part of the receiving party, (iii) is acquired from a third party entitled to disclose the information without obligation of confidentiality, or (iv) is developed independently and without use of the disclosing party’s Confidential Information.

Except as otherwise required by applicable laws or regulations, including but not limited to, the New Jersey Open Public Records Act, the parties agree to, and to cause their respective affiliates to, keep confidential all non-public information relating to this Agreement.

**Use of Name**

Service Provider will not use the name, insignia, or symbols of Rutgers, its faculties or departments, or any variations or combination thereof, or the name of any governors, faculty member, other employee, or student of Rutgers for any purpose whatsoever without Rutgers’ prior written consent.

**Access to Records**

Rutgers shall have full access to records, including, but not limited to financial records, in connection with this Agreement. All financial records must be maintained separately from all other accounts and shall be subject to audit by Rutgers at any time.

**Notices**
All progress reports to be delivered to the Rutgers Project Director as outlined in Exhibit A.

All other written notices regarding this Agreement shall be addressed to the Authorized Purchasing Buyer at Rutgers and addressed as follows:

Rutgers, The State University of New Jersey
University Procurement Services
3 Rutgers Plaza, 2nd Fl.
New Brunswick, NJ 08901
(848) 932-4375
(732) 932-4390 (FAX)

All written notices to be delivered to Service Provider shall be addressed to:

Either party may change its addressee or other information by providing written notice thereof to the other party.

**Miscellaneous Terms and Conditions**

Service Provider agrees that, during its engagement by Rutgers and for a period of twelve (12) months thereafter, it will not and will not attempt to, directly or indirectly, influence, solicit or canvass, any employee of Rutgers, to work for Service Provider or any individual, partnership, firm, corporation, or other entity associated with Service Provider.

Service Provider, during the period of this Agreement, shall not, without prior written consent of Rutgers, enter into any arrangement that will conflict with the task undertaken pursuant to this Agreement.

Service Provider shall not assign, delegate or subcontract any of the work or services covered by this Agreement, nor shall any interest in this Agreement be assigned or transferred, without prior written approval of Rutgers.

Rutgers is an Equal Opportunity Employer. Supplier hereby represents that it is an Equal Opportunity Service Provider and it and its subcontractors (if any) agree to comply with the laws and regulation pursuant to the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the Civil Rights Act of 1964, Title VII, 42 U.S.C.A. S2000e et seq., the Age Discrimination in Employment Act, 29 U.S.C.A. S621 et seq., the Americans with Disabilities Act, 42 U.S.C.A S12101 et seq., Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Vocational Rehabilitation Act of 1973, Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A) as applicable, relating to the notice of employee rights under federal labor laws, and all other laws guaranteeing equal employment.

If this Agreement is for $50,000 or greater, and is for a goods or service contract as defined by N.J.A.A 17:27 Exhibit A is incorporated herein by reference. If this Agreement is for $50,000 or greater, and is a construction contract as defined by N.J.S.A. 17:27 Exhibit B is incorporated herein by reference.

Supplier is required to provide Rutgers with a copy of either a federally approved Affirmative Action program or a certificate of Employment Information Report. If neither form is available the Supplier must provide a copy of the completed AA 302 or AA201 form. Certificates must be mailed to University Procurement Services, Rutgers, The State University of New Jersey, Attn: Affirmative Action Administrator, 3 Rutgers Plaza, ASB III, 2nd Floor, New Brunswick, NJ 08901.
If this Agreement is funded by the federal government, Service Provider is required to comply with all applicable federal laws, which are hereby incorporated by reference as if they were set forth herein, including, but not limited to all laws, regulations and rules. Procurements made with federal funds are subject to compliance with the standards and requirements as set for in 2CFR, Part 215, OMB Circular A-133, Paragraph 5. All procurement requirements contained in the above Circular are incorporated herein by reference.

If this Agreement is funded from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, Service Provider is required to comply with all applicable laws, hereby incorporated by references as if they were set forth herein including, but not limited to the Davis-Bacon Act and Buy American Act.

This Agreement shall be construed in accordance with the laws of the state of New Jersey. The parties agree that any and all disputes arising out of this Agreement shall be filed and heard in the New Jersey Superior Court, Middlesex County or the United States District Court for the District of New Jersey, and the parties hereto consent to the jurisdiction of said courts.

This Agreement shall not confer any rights or remedies upon any third-party other than the parties to this Agreement and their respective successors and permitted assigns.

If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

This Agreement constitutes the entire understanding between Rutgers and Service Provider. This Agreement shall not be binding unless executed in writing by Rutgers and Service Provider and accompanied by the issuance of a Rutgers Purchase Order. Any amendment must be made in writing, signed by both parties, and evidenced with the issuance of a Change Order. Any variance from or addition to the terms and conditions of this Agreement in any present or future invoice or other document delivered by Service Provider will be void and of no effect unless agreed to in writing by an authorized representative of Rutgers.

Acceptance by Service Provider of the Terms of this Service Provider Agreement and Agreement to Perform Such Services if authorized by Purchasing:

SERVICE PROVIDER:

Name:
Title:
Date:

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL APPROVED IN WRITING BELOW BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS.
Acknowledgment of Project Director and Dean, director or Vice President that the Project Director is requesting University Procurement Services to authorize performance of these services under the terms and conditions of this Service Provider Agreement:

PROJECT DIRECTOR:  
Name:  
Title:  
Date:  

DEAN, VICE PRESIDENT, DIRECTOR:  
Name:  
Title:  
Date:  

Approval of Service Provider Agreement and authorization to Service Provider to commence work;

UNIVERSITY PROCUREMENT SERVICES

__________________________  
Name:  
Title:  
Date:  

EXHIBIT A
SCOPE OF WORK

Description of Services:
This section should provide detail regarding the work to be performed, milestones and deliverables for this order. Please use additional pages and provide additional specifications as required.

1. Provide a detailed explanation of the services to be performed (What is your need and how will the Service Provider meet those needs):

2. Who will be responsible for performing the services? Please provide names of individuals who will be completing the services in connection with this Scope of Work.

3. Provide the name and contact information for the Rutgers Project Director. The Rutgers Project Director will: (1) have sole authority to accept deliverables; (2) receive status reports and attend project meetings; (3) serve as the primary interface between Rutgers and Service Provider; and (4) administer and have sole authority to review any requests by Service Provider to amend this Agreement.

4. What are the milestones and deliverables required during the project? Include a project schedule.

5. Where will the services be performed? What, if anything does Rutgers have to provide for the services to be performed?
6. What is the final deliverable/outcome of the services (Data Analysis Report, Drawings, etc. Be as detailed as possible)

**Payment Terms:**

Service Provider will perform and provide all the Services and deliverables in accordance with this Agreement for a fixed amount or time and materials not to exceed $      (the “Fees”). The total fee includes all other expenses, including transportation and subsistence expenses.

Please itemize all time and material rates along with any expenses in connection with the Fee.
Exhibit D- Business Associate Agreement

This HIPAA Business Associate Agreement ("Agreement") is entered into as of the _____ day of ______, 2013 by and between RUTGERS UNIVERSITY, a Hybrid Entity, on behalf and for the benefit of its Covered Entity, ___________________________________, with an address of __________________________________________________________ (the “Covered Entity”) and ___________________________________ with an address of __________________________________________________________ (the “Business Associate”).

W I T N E S S E T H:

WHEREAS, the Covered Entity is required under the HIPAA Rules to enter into a Business Associate Agreement with any person or entity who performs services on behalf of Covered Entity that involves the use or disclosure of protected health information ("PHI") as defined under the HIPAA Rules; and

WHEREAS, the Business Associate recognizes the obligations imposed upon the Covered Entity as well as the obligations imposed on the Business Associate to comply with specific requirements imposed pursuant to the HIPAA Rules as required by Title XII, Subtitle D of the American Recovery and Reinvestment Act of 2009, commonly known as the Health Information Technology for Economic and Clinical Health Act ("HITECH"); and

WHEREAS, the Covered Entity has or shall engage the Business Associate to provide services involving the use of PHI.

1. Definitions.

(a) General. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, PHI, Required By Law, Secretary, Security Incident, Subcontractor, and Unsecured PHI.

(b) Specific Definitions.

(i) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. §160.103, and in reference to the party to this Agreement, shall mean the Business Associate as first defined above.

(ii) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “the Covered Entity” at 45 C.F.R. §160.103, and in reference to the party to this Agreement, shall mean the Covered Entity as first defined above.

2. **Obligations and Activities of Business Associate.**

The Business Associate agrees to:

(a) Not use or disclose PHI other than as permitted or required by this Agreement or as Required By Law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;

(c) Immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, but in no case later than three (3) business days, including Breaches of Unsecured PHI as required at 45 C.F.R. §164.410, and any Security Incident of which it becomes aware;

(d) In accordance with 45 C.F.R. §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors (including, without limitation, independent contractors or agents, (“Subcontractor”)) that create, receive, maintain, or transmit PHI on behalf of the Business Associate to agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI. The Business Associate shall only be permitted to engage the use of a Subcontractor to perform or assist in the performance of the Services that involves use or disclosure of PHI to the Subcontractor or creation of PHI by the Subcontractor if approved in writing by the Covered Entity.

(e) Make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy the Covered Entity’s obligations under 45 C.F.R. §164.524;

(f) Make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. §164.526, or take other measures as necessary to satisfy the Covered Entity’s obligations under 45 C.F.R. §164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy the Covered Entity’s obligations under 45 C.F.R. §164.528;

(h) To the extent the Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

(j) In the event the Business Associate receives a request from an Individual in connection with any of such Individual’s PHI (whether a request for access, amendment, accounting of
disclosures or any other request of any nature or description), the Business Associate shall immediately notify the Covered Entity of such request and cooperate with the Covered Entity’s instructions in responding to such request.

(k) The Business Associate shall immediately cooperate with the Covered Entity to amend, restrict or change any use or disclosure of any Individual’s PHI in the Business Associate’s control or within the control of a Subcontractor.

3. Permitted Uses and Disclosures by Business Associate.

(a) Since the Business Associate is or shall provide services as necessary to perform its obligations to the Covered Entity [as set forth in _________________ (the “Services Agreement”)] (“Services”) for the Covered Entity that may involve the receipt, creation, or other uses of any nature or description of PHI, the Business Associate agrees, except as otherwise provided in this Agreement, only to use or disclose PHI as necessary to perform the Services for the Covered Entity.

(b) The Business Associate may use or disclose PHI as required by law.

(c) The Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity’s Minimum Necessary policies and procedures.

(d) The Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity except for the specific uses and disclosures set forth below in subsection (e).

(e) The Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are Required By Law, or the Business Associate obtains the following: (i) written approval from the Covered Entity; and (ii) reasonable assurances from the person to whom the PHI is disclosed that (A) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person, and (B) the person will immediately notify the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been Breached.

(f) Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity if requested by the Covered Entity in writing.

(g) The Business Associate shall not use de-identified PHI in any manner without the express written authorization of the Covered Entity.

4. Indemnification. The Business Associate agrees to defend, indemnify, and hold the Covered Entity and the Covered Entity's owners, shareholders, members, partners, directors, managers, officers, employees, agents, representatives, successors and assignors (collectively, the "Covered Entity Parties") harmless from and against any and all claims, demands, losses, expenses, costs,
obligations, damages, liabilities, of any nature or description including, without limitation, interest, penalties and reasonable attorney’s fees which the Covered Entity Parties may incur, suffer or sustain, which arise, result from or relate to any breach of or failure by the Business Associate or a Subcontractor to perform any of such party’s representations, warranties, covenants or agreements under this Agreement.

5. Term and Termination.

(a) Term. The term of this Agreement shall be effective as of the date first written above, and shall terminate on ______________ or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section [or the Services Agreement is terminated], whichever is sooner.

(b) Termination for Cause. The Business Associate authorizes termination of this Agreement by the Covered Entity, if the Covered Entity determines that the Business Associate has violated a material term of this Agreement and the Business Associate has not immediately cured the breach and ended the violation.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, the Business Associate, with respect to PHI received from the Covered Entity, or created, maintained, or received by the Business Associate on behalf of the Covered Entity, shall:

(i) Retain only that PHI which is necessary for the Business Associate to continue its proper management and administration or to carry out its legal responsibilities as approved by the Covered Entity in writing after the Covered Entity has an opportunity to consider whether any PHI must be reasonably retained by the Business Associate for such purposes;
(ii) Return to the Covered Entity or, if agreed to by the Covered Entity in writing, destroy the remaining PHI that the Business Associate and/or any Subcontractors still maintain in any form;
(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as the Business Associate retains any PHI as approved by the Covered Entity in writing;
(iv) Not use or disclose the PHI retained by the Business Associate (and ensure that any Subcontractors agree to also not use or disclose) other than for the purposes for which such PHI was retained and subject to the same conditions set forth above in subsection (i) above and in accordance with all protections and restrictions on the use and disclosure of PHI as contained in this Agreement; and
(v) Return to the Covered Entity (or, if agreed to by the Covered Entity in writing, destroy the PHI) retained by the Business Associate when it is no longer needed by the Business Associate for its proper management and administration or to carry out its legal responsibilities.
(vi) Notwithstanding any other provisions contained in this Agreement to the contrary, the Business Associate agrees to transmit the PHI to another business associate of the Covered Entity at termination.

(v) The Business Associate further agrees that any permitted Subcontractor complies with all of the Business Associate’s obligations set forth in this Agreement, including, without limitation, the obligations contained in this Section 5.

6. **Electronic PHI.** If the Business Associate creates, receives, maintains or transmits PHI electronically on behalf of the Covered Entity, the Business Associate agrees to:

   (a) Implement administrative, physical and technical safeguards as defined at 45 C.F.R. Part 164 that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that the Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity; and

   (b) Ensure that any agent, including a Subcontractor, to whom the Business Associate provides such electronic PHI agrees in writing to implement reasonable and appropriate safeguards to protect such electronic PHI; and

   (c) Report to the Covered Entity any Security Incident of which the Business Associate becomes aware.

7. **No Third Party Rights.** These terms and conditions are intended for the sole benefit of the Business Associate and the Covered Entity and do not create any third party beneficiary rights, except as to the extent that the HIPAA Rules validly require the Secretary or any other person to be a third party beneficiary to this Agreement.

8. **Miscellaneous.**

   (a) **Amendment.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Rules, such party so shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and shall amend the terms of this Agreement if necessary to bring it into compliance. If after such thirty (30) day period the terms and conditions of this Agreement fail to comply with the HIPAA Rules with respect to the concern(s) raised pursuant to this Agreement, then either party has the right to terminate this Agreement upon written notice to the other party.

   (b) **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
(c) **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

(d) **Survival.** The obligations of the Business Associate under this Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written above.

WITNESS/ATTEST: COVERS ENTITY: RUTGERS UNIVERSITY-

____________________  By: ______________________________

WITNESS/ATTEST: BUSINESS ASSOCIATE:

____________________  By: ______________________________
Exhibit E

Rutgers, The State University of New Jersey

Contract Addendum Concerning Protected Information

This Addendum ("Addendum") amends and is hereby incorporated into the existing agreement (the "Agreement"), entered into by and between Rutgers, The State University of New Jersey ("Rutgers" or the "University") and [Service Provider].

Rutgers and Service Provider mutually agree to modify the Agreement to incorporate the terms of this Addendum to comply with the requirements of certain federal and state laws and regulations dealing with the confidentiality of information, including but not limited to the Gramm-Leach-Bliley Act and the Safeguards Rule, Family Educational Records and Privacy Act, Health Insurance Portability and Accountability Act, New Jersey Identity Theft Protection Act, Fair and Accurate Credit Transactions Act, and Payment Card Industry Data Security Standard (collectively, the "Privacy Laws"). If any conflict exists between the terms of the original Agreement and this Addendum, the terms of this Addendum shall govern.

1. Definitions:
   a. Covered Data and Information includes any and all information or data whose collection, disclosure, protection, and disposition are governed by the Privacy Laws (defined above). This information and data includes but is not limited to social security numbers, student records, credit card information, Student Financial Information regarding students (or parents or sponsors), financial and personal information regarding University employees, and other personally identifiable information. Covered data and information includes both paper and electronic records.
   b. Student Financial Information is that information that the University has obtained from a customer in the process of offering a financial product or service, or such information provided to the University by another financial institution. Offering a financial product or service includes offering student loans to students, receiving income tax information from a student's parent when offering a financial aid package, and other miscellaneous financial services as defined in 12 C.F.R. §225.28. Examples of student financial information include addresses, phone numbers, bank and credit card account numbers, income and credit histories and Social Security numbers, in both paper and electronic format.

2. Acknowledgment of Access to Covered Data and Information: Service Provider acknowledges that the Agreement allows the Service Provider access to Covered Data and Student Financial Information. Specifically, access to the following categories of Covered Data and Student Financial Information is anticipated under the Agreement:

3. Prohibition on Unauthorized Use or Disclosure of Covered Data and Student Financial Information: Uses of the covered data and information provided under this Agreement other than for the use as specifically detailed in this Agreement is strictly prohibited, unless such other use is subsequently specifically agreed to in writing by the parties. Service Provider agrees to hold the Covered Data and Student Financial Information in strict confidence. Service Provider shall not use or disclose Covered Data and Student Financial Information received from or on behalf of Rutgers except as permitted or required by the Agreement or this Addendum, as required by law, or as otherwise authorized in writing by Rutgers.

4. Safeguard Standard: Service Provider agrees that it will protect the Covered Data and Student Financial Information it receives from or on behalf of Rutgers according to commercially acceptable standards and in compliance with the laws and regulations that protect the Covered Data and Student Financial Information.

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5. Return or Destruction of Covered Data and Student Financial Information: Upon termination, cancellation, expiration or other conclusion of the Agreement, Service Provider shall:
   a. Return to Rutgers or, if return is not feasible, destroy all Covered Data and Student Financial Information in whatever form or medium that Service Provider received from or created on behalf of Rutgers. This provision shall also apply to all Covered Data and Student Financial Information that is in the possession of subcontractors or agents of Service Provider. In such case, Service Provider shall retain no copies of such information, including any compilations derived from and allowing identification of Covered Data and Student Financial Information. Service Provider shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, Service Provider shall certify in writing to Rutgers that such return or destruction has been completed.
   b. If Service Provider believes that the return or destruction of Covered Data and Student Financial Information is not feasible, Service Provider shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, Service Provider shall extend the protections of this Addendum to Covered Data and Student Financial Information received from or created on behalf of Rutgers, and limit further uses and disclosures of such Covered Data and Student Financial Information, for so long as Service Provider maintains the Covered Data and Student Financial Information.

6. Term and Termination:
   a. This Addendum shall take effect upon execution.
   b. In addition to the rights of the parties established by the underlying Agreement, if Rutgers reasonably determines in good faith that Service Provider has materially breached any of its obligations under this Addendum, Rutgers, in its sole discretion, shall have the right to:
      i. exercise any of its rights to reports, access and inspection under this Addendum; and/or
      ii. require Service Provider to submit to a plan of monitoring and reporting, as Rutgers may determine necessary to maintain compliance with this Addendum; and/or
      iii. provide Service Provider with a fifteen (15) day period to cure the breach; and/or
      iv. terminate the Agreement immediately if Service Provider has breached a material term of this Addendum and cure is not possible.
   c. Before exercising any of these options, Rutgers shall provide written notice to Service Provider describing the violation and the action it intends to take.

7. Subcontractors and Agents: Service Provider agrees that covered data and information will not be shared, sold, or licensed with any third-party, with the exception of approved sub-contractors, without the express approval of Rutgers through a data letter agreement. If Service Provider provides any Covered Data and Student Financial Information which was received from, or created for, Rutgers to a subcontractor or agent, then Service Provider shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Service Provider by this Addendum.

8. Maintenance of the Security of Electronic Information: Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Covered Data and Student Financial Information received from, or on behalf of, Rutgers.

9. Rutgers reserves the right to perform audits at its expense to the extent necessary to ensure compliance with the terms of this Agreement. Service Provider agrees to reasonably cooperate in the performance of such audits. Further upon request of Rutgers, Service Provider shall
provide Rutgers copies of any and all policies and procedures of Service Provider to protect Covered Data and Student Financial Information received from Rutgers. This may include copies of pertinent language in contracts with subcontractors in accordance with Section 7.

10. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Student Financial Information: Service Provider shall report to Rutgers any use or disclosure of Covered Data and Information not authorized by this Addendum or in writing by Rutgers. Service Provider shall make the report to Rutgers not less than one (1) business day after Service Provider learns of such use or disclosure. Service Provider’s report shall identify:
   a. the nature of the unauthorized use or disclosure,
   b. the Covered Data and Student Financial Information used or disclosed,
   c. who made the unauthorized use or received the unauthorized disclosure,
   d. what Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
   e. what corrective action Service Provider has taken or shall take to prevent future similar unauthorized use or disclosure.

Service Provider shall provide such other information, including a written report, as reasonably requested by Rutgers.

10. Use of Rutgers’ name, marks, or logos. All use by Service Provider of Rutgers’ name, marks, and content must be approved in advance and in writing by Rutgers. All rights to Rutgers’ marks and content shall at all times remain the property of the Rutgers. The contract does not confer upon Service Provider any other rights, goodwill or other interest in Rutgers’ marks or content.

11. Indemnity. Service Provider shall defend and hold Rutgers harmless from all claims, liabilities, damages, or judgments involving a third party, including Rutgers’ costs and attorney fees, which arise as a result of Service Provider’s failure to meet any of its obligations under this Addendum.

12. Survival. The respective rights and obligations of Service Provider under Section 5 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf.

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<th>Rutgers, The State University of New Jersey</th>
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(00037211.1 / 002035)
EXHIBIT F
DECLARATION OF OWNERSHIP FORM

BIDDER’S NAME:___________________________________________________________________

INSTRUCTIONS: This form must be completed in its entirety, signed by an authorized representative of
the Bidder and submitted to Rutgers with the supplier’s bid package. If Bidder has completed this form
for previous RFP’s with Rutgers, please update any necessary information in Section I or indicate “no
change” and the RFP number you submitted the original form with, and complete sections II and III of this
form. If there are any questions regarding the form, please contact the Buyer listed in the RFP package.

I. OWNERSHIP DISCLOSURE

1. Are there any individuals, corporations, or partnerships owning a 10% or greater interest in the firm?
   (If no, proceed to Section II; if yes please go to Question 2)

   □ Yes   □ No

2. Please provide the names and addresses of all individuals, corporations or partnerships owning a
   10% or more interest in the firm. Attach additional pages if necessary.

   NAME       ADDRESSES

   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________

II. REPRESENTATIONS

1. Has any person listed in this form or its attachments ever been arrested, charged, indicted, pled guilty
   or been convicted in a criminal or disorderly persons matter by the State of New Jersey, any other
   Political subdivision state or the U.S. Government? (If yes, attach a detailed explanation for each
   instance.)

   □ Yes   □ No

2. Has any person or entity listed in this form or its attachments ever been excluded suspended, debarred
   or otherwise declared ineligible by any agency of government from bidding or contracting to provide
   services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)

   □ Yes   □ No
3. Are there now any criminal matters, suspension or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.)

☐ Yes  ☐ No

4. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attach a detailed explanation for each instance.)

☐ Yes  ☐ No

III. CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that Rutgers is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with Rutgers to notify Rutgers in writing or any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Rutgers and that Rutgers at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

SIGNATURE:__________________________________________________________

PRINTED NAME:______________________________________________________

TITLE:______________________________________________________________

DATE:_______________________________________________________________