

Attachment F – Confidentiality and Non-Disclosure Agreement
Bid Solicitation No. 23DPP00893

T2846 – State Health Benefits Program and School Employees Health Benefits Program Plans

THIS CONFIDENTIALITY and NON-DISCLOSURE AGREEMENT (“Agreement”) is effective as of the date executed by the Vendor Bidder identified below and is by and between the State of New Jersey, Department of the Treasury, Division of Pensions and Benefits (“Division” or “State”), as the administrator of the New Jersey State Health Benefits Program and the New Jersey School Employees’ Health Benefits Program, whose offices are located at 50 West State Street, Trenton, New Jersey 08625, and the Vendor Bidder, its employees, agents, contractors, and legal representatives (hereinafter referred to as the “Vendor”);

WHEREAS, the Vendor intends to submit a Quote to the State in response to the above referenced Bid Solicitation No. 23DPP00893, for T2846 – State Health Benefits Program and School Employees Health Benefits Program Plans (“Bid Solicitation”); and

WHEREAS, the Vendor requires access to certain information as described in the *Bid Solicitation Section 2.6 Pre-Quote Document Review* (hereinafter referred to as “Confidential Information”) related to the administration of the New Jersey State Health Benefits Program (SHBP) and the New Jersey School Employees’ Health Benefits Program (SEHBP); and

WHEREAS, the Division wishes to provide Vendor with the Confidential Information referenced in *Bid Solicitation Section 2.6 Pre-Quote Document Review*; and

WHEREAS, the Vendor recognizes that the Confidential Information to be provided may contain Non-Public Data, Personal Data, Personally Identifiable Information, and/or State Confidential Information as those terms are defined in the Bid Solicitation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Vendor and the Division do hereby agree as follows:

1. The Division shall provide the Vendor with access to the Confidential Information referenced in *Bid Solicitation Section 2.6 Pre-Quote Document Review* via a web portal;
2. All Confidential Information is the property of the Division and the Vendor shall hold such Confidential Information in confidence and shall use such Confidential Information only for assisting in preparation of the Vendor’s Quote in response to the above referenced Bid Solicitation;
3. The Vendor shall use the Confidential Information only for the purposes of responding to the Bid Solicitation; and
4. Vendor shall not use the Confidential Information or any derivative information for any purpose other than for the purpose preparing its Quote in response to the Solicitation;
5. Vendor shall not reproduce and shall not disclose the Confidential Information to any person, or entity without prior written approval from the Division;
6. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information or data is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
7. Vendor agrees to hold the Division and their representatives, and agents harmless from any and all claims, including claims for attorneys’ fees and costs, charges, actions, causes of action, demands, settlements, judgments, costs, penalties, expenses, damages, and liabilities of any kind or character, in law or equity, suspected or unsuspected, past or present, arising from or in connection with Vendor’s breach of any provision of this Agreement;

8. This Agreement shall be governed by the laws of the State of New Jersey without regard to the conflict of laws principles thereof. All parties agree to comply with all applicable federal, state, and local laws regarding the divulgence of health care information.
9. In the event that the Vendor receives a lawfully issued subpoena other lawful requirement for the Confidential Information released, the Vendor shall notify the Division immediately at the address listed above;
10. This Agreement shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and any legal action regarding this Agreement shall be filed in the appropriate Division of the New Jersey Superior Court; and
11. This is the complete Agreement between the State and the Vendor with respect to the treatment of the Confidential Information and shall have no effect on the other components of the Vendor's submitted Quote.

IN WITNESSETH WHEREOF, the State and Vendor have executed this Agreement, effective as of the date signed below by the Vendor.

FOR THE STATE OF NEW JERSEY - Department of the Treasury, Division of Pensions and Benefits

John Megariotis, Acting Director
Department of the Treasury - Division of Pensions and Benefits

FOR THE STATE OF NEW JERSEY - Department of the Treasury, Division of Purchase Property

Amy Davis, Acting Director
Department of the Treasury - Division of Purchase and Property

FOR THE VENDOR

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's Name

Vendor's Address (Street Address)

Vendor's Address (City/State/Zip Code)