



Delegated Purchase Authority (DPA)

Solicitation # **DSS803.A.v3**

For: : Enterprise Resource Planning-based Supply Chain Management Solution (ERP/SCMS):

Event	Date	Time
Pre-Quote Vendor Pre-Qualifications & Compliance (Refer to DPA Solicitation Section 1.3.1.1 for more information.)	May 31, 2024	10:00 AM
Technical and Price Quote Submission Date (Refer to DPA Solicitation Section 1.3.2 for more information.)	July 1, 2024	2:00 PM

Dates are subject to change.

All times contained in the DPA Solicitation refer to Eastern Time.

All changes will be reflected in DPA Amendments to the DPA Solicitation posted on <https://www.nj.gov/treasury/dss>

DPA Solicitation Issued By:

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Distribution and Support Services (DSS)

DSS:

Distribution and Support Services (DSS)
1620 Stuyvesant Ave, Trenton, New Jersey 08625

Date: 04/16/2024

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1 INFORMATION FOR VENDORS {BIDDERS}

The Vendors {Bidders} are advised to thoroughly read all sections of this DPA Solicitation and follow all instructions, including the instructions on the DPA Solicitation's Offer and Acceptance Page, before preparing and submitting its Quote.

1.1 PURPOSE AND INTENT

This DPA Solicitation is issued by Distribution and Support Services (DSS), Division of Purchase and Property (DPP), Department of the Treasury. The purpose of this DPA Solicitation is to solicit Quotes for DSS's Enterprise Resource Planning-based Supply Chain Management Solution (ERP/SCMS). Specifically, the DPA solicitation requires two sets of Deliverables, including:

- Set of Deliverables A: Enterprise Resource Planning-based Supply Chain Management Solution (ERP/SCMS). Vendor {Contractor} shall provide a cloud-based SaaS that is end-to-end, real-time Enterprise Resource Planning-based Supply Chain Management Solution (ERP) with (a) eCommerce, (b) Back Office Platform & ERP Portal—featuring Vendor and Purchase Order Management, Inventory Management, Warehouse Management System, Customer and Sales Order Management, Financial Management, Customer Relationship Management, and ERP Business Intelligence and Analytics—as well as (c) annual maintenance and support of the ERP/SCMS solution.
- Set of Deliverables B: Provide Value-Added COTS Services. Vendor {Contractor} shall (a) provide a realistic ERP/SCMS implementation schedule without service interruption as agreeable by DSS; (b) perform Full and Accurate Data Migration of at least the most recent five calendar years, 2020-2024, from DSS's current legacy system without service interruption; (c) offer a Forty-eight-hour, on-site Pre-Go-Live Training of 70+ users; (d) ensure Go-Live, switching from DSS's current legacy system without service interruption; (e) offer a Four-day Go-Live onsite support; and/or (f) advise DSS on equipment and technology compatible with the offered solution, which may be needed for automating barcode-based supply chain operations: inventory/warehouse management, picking, packing, shipping, delivering, and returns management)

The intent of this DPA Solicitation is to award Purchase Order (P.O.) to the responsible Vendor {Bidder} whose Quote, conforming to this DPA Solicitation, is most advantageous to DSS, price and other factors considered. DSS may award any or all price lines. DSS, however, reserves the right to separately procure individual requirements that are the subject of the P.O. during the P.O. term, when deemed to be in DSS's best interest.

The State of New Jersey Standard Terms and Conditions (SSTCs) accompanying this DPA Solicitation will apply to all P.O.s made with DSS. These terms are in addition to the terms and conditions set forth in this DPA Solicitation and should be read in conjunction with them unless the DPA Solicitation specifically indicates otherwise.

1.2 BACKGROUND

The State of New Jersey's Distribution and Support Services (DSS) is NJ Treasury's supply chain management entity that is "in gear to serve New Jersey":

- Strategically, DSS supports NJ Treasury's mission by highlighting fiscal responsibility and sustainable savings, as part of Treasury's Division of Purchase and Property (DPP).
- Operationally, DSS buys in bulk, and distributes, food and household commodities to DSS's customers; as well as administers NJ State's surplus property.

What does DSS do?

From a distribution perspective, DSS buys in bulk and distributes 600+ food and household commodities to 260+ State agencies, counties, municipalities, school board, hospitals, veterans' nursing homes, as well as correctional facilities all over New Jersey. DSS's customers rely on DSS deliveries on a daily basis, as follows:

- DSS is not just a cost center; it is a \$45M+ revolving fund.
- DSS's socio-technical work system is operationally essential all year round.
- DSS is not a traditional supply chain; DSS's customer agencies must buy from DSS those commodities carried by DSS and needed by those customer agencies.
- Many customer agencies rely on DSS's just-in-time deliveries in routine and emergency situations.

How does DSS operate?

DSS has six core functions; namely Management, Quality Assurance and Control, Acquisition, Warehousing, Shipping, and Support Operations—including Customer Services. Supporting its \$45M+/year revolving fund, DSS's 50+ employees operate a central distribution facility at 1620 Stuyvesant Ave in Ewing. Utilizing State contracts and DPA authority, DSS provides for researching, buying in bulk, inventorying, and distributing 600+ food and household commodities. *Additionally*, DSS runs two drop-ship programs (Canteen/Commissary and Drop-Ship Contract), supporting NJ's Department of Corrections.

- DSS utilizes its own social human resources (e.g., 50+ employees) and non-human technical resources (e.g., 57 warehouse equipment as well as own fleet of 9 tractors, 2 box trucks, and 16 trailers) in both routine situations and emergencies.
- Also, DSS runs its own distribution center; DSS's customers may place orders via DSS's newly implemented eCommerce. DSS Customer Service team processes customer orders via DSS's Enterprise Resource Planning (ERP) solution to the warehouse for picking, staging, and packing. Hence, DSS's shipping team delivers the orders to customers utilizing own fleet and CDL drivers.

How to benefit from DSS's services?

Customer agencies must buy from DSS those commodities carried by DSS and needed by those client agencies^[1]. To make client agencies' ordering experience more effective and

^[1] Refer to: <https://www.nj.gov/infobank/circular/Circular%2021-10-DPP.pdf>

efficient, DSS has successfully launched NJSCS—you may refer to DSS’s website: <https://www.nj.gov/treasury/dss>.

In this context, DSS has utilized a 30-user license ERP solution since 2021. The solution is provided by Advantive, and offers four interrelated modules, namely:

DSS NJ Supply Chain Solution involves four key elements—you may refer to <https://www.nj.gov/treasury/dss/supplychain.shtml>:

- (1) **eCommerce**: Once duly registered with a valid DSS Account, client agencies may use DSS’s online storefront^[2] to place orders, check inventory availability and pricing, view open orders & historical purchases, and do more. DSS eCommerce is fully supported by DSS customer services team that may be reached at dsscusterservice@treas.nj.gov and/or 609-530-3308.
- (2) **ERPOne+**: DSS uses the desktop software for purchasing, selling, warehousing, delivering, and billing.
- (3) **Warehouse+**: When this service is ready; Receiving, Picking, Moving, and Loading of Stock Keeping Units (goods) will be automated using barcodes.
- (4) **DeliveryApp**: When this service is ready, DSS Drivers would digitally capture customer representatives’ signatures on handheld devices while making deliveries.

[2] Refer to <https://portal2.distone.com/njdss/login>

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

DSS will electronically accept questions and inquiries from all potential Vendors {Bidders} via the email address: coilean.malone@treas.nj.gov.

- A. Questions should be directly tied to the DPA Solicitation and asked in consecutive order, from beginning to end, following the organization of the DPA Solicitation; and
- B. Each question should begin by referencing the DPA Solicitation page number and section number to which it relates.

A Vendor {Bidder} shall not contact the DSS and/or the Procurement Specialist directly, in person, or by telephone, concerning this DPA Solicitation, prior to the final award of the P.O. The only contact permissible is via email at coilean.malone@treas.nj.gov.

1.3.1.1 PRE-QUOTE VENDOR PRE-QUALIFICATIONS & COMPLIANCE

Questions regarding the *Pre-Quote Vendor Pre-Qualifications & Compliance* milestone must be posed during this Electronic Question and Answer period.

Prior to submitting a quote, a vendor {bidder} must prequalify by completing and submitting all required forms and documentation outlined in sections 4.1.2.1 – 4.1.2.12 by the date listed and highlighted on page 1.

1.3.2 SUBMISSION OF QUOTES

Vendors {Bidders} shall submit a Quote electronically via email to: coilean.malone@treas.nj.gov.

The DPA solicitation packet and relevant documentation are posted on DSS's website: <https://www.nj.gov/treasury/dss>

If the quote opening deadline has been revised, the new quote opening deadline shall be shown on the posted bid amendment and on the "summary" tab of the DPA solicitation webpage within <https://www.nj.gov/treasury/dss>

Quotes not received prior to the quote opening deadline shall be rejected.

1.4 ADDITIONAL INFORMATION

1.4.1 BID AMENDMENTS: REVISIONS TO THIS DPA SOLICITATION

In the event that it becomes necessary to clarify or revise this DPA Solicitation, such clarification or revision will be made by Bid Amendment. Any Bid Amendment to this DPA Solicitation will become part of this DPA Solicitation and part of any P.O. awarded as a result of this DPA Solicitation.

There are no designated dates for release of Bid Amendments

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all Bid Amendments related to this procurement. An interested Vendor {Bidder} should check the DSS's website, <https://www.nj.gov/treasury/dss>, to ensure review of the most updated information.

1.4.2 VENDOR {BIDDER} RESPONSIBILITY

The Vendor {Bidder} assumes sole responsibility for the complete effort required in submitting a Quote in response to this DPA Solicitation. No special consideration will be given after Quotes are opened because of a Vendor's {Bidder's} failure to be knowledgeable as to all of the requirements of this DPA Solicitation.

1.4.3 COST LIABILITY

DSS assumes no responsibility and bears no liability for costs incurred by a Vendor {Bidder} in the preparation and submittal of a Quote in response to this DPA Solicitation.

1.4.4 CONTENTS OF QUOTE

Quotes can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know.

After the submission of Quotes, all information submitted by a Vendor {Bidder} in response to a DPA Solicitation is considered public information notwithstanding any disclaimers to the contrary submitted by a Vendor {Bidder}. Proprietary, financial, security and confidential information may be exempt from public disclosure by OPRA and/or the common law when the Vendor {Bidder} has a good faith, legal/factual basis for such assertion.

When the DPA Solicitation contains a negotiation component, the Quote will not be subject to public disclosure until a notice of intent to award a P.O. is announced.

As part of its Quote, a Vendor {Bidder} may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. Vendor {Bidder} must provide a detailed statement clearly identifying those sections of the Quote that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law. **DSS will not honor any attempts by a Vendor {Bidder} to designate its entire Quote as proprietary, confidential and/or to claim copyright protection for its entire Quote.**

DSS reserves the right to make the determination as to what is proprietary or confidential, and will advise the Vendor {Bidder} accordingly. Any proprietary and/or confidential information in a Quote will be redacted by DSS. Copyright law does not prohibit access to a record which is otherwise available under OPRA.

In the event of any challenge to the Vendor's {Bidder's} assertion of confidentiality with which DSS does not concur, the Vendor {Bidder} shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Vendor {Bidder}. DSS assumes no such responsibility or liability.

A Vendor {Bidder} shall not designate any price lists and/or catalogs submitted as exempt from public disclosure as the same must be accessible to State Using Agencies and Cooperative Purchasing Program participants (if the DPA Solicitation has been extended to these participants) and thus must be made public to allow all eligible purchasing entities access to the pricing information.

In order not to delay consideration of the Quote or DSS's response to a request for documents, DSS requires that Vendor {Bidder} respond to any request regarding confidentiality markings within the timeframe designated in DSS's correspondence regarding confidentiality. If no response is

received by the designated date and time, DSS will be permitted to release a copy of the Quote with DSS making the determination regarding what may be proprietary or confidential.

1.4.5 ANNOUNCEMENT OF QUOTE INFORMATION

On the date and time Quotes are due under the DPA Solicitation, all information concerning the Quotes submitted may be publicly announced and shall be available for inspection and copying except as noted below:

- A. Information appropriately designated as proprietary and/or confidential shall not be available for inspection and copying; and
- B. Where negotiation is contemplated, only the names and addresses of the Vendors {Bidders} submitting Quotes will be announced, and the contents of the Quotes shall not be available for inspection and copying until the Notice of Intent to Award is issued by the Director.

1.4.6 JOINT VENTURE

If a Joint Venture is submitting a Quote, the agreement between the parties relating to such Joint Venture should be submitted with the Joint Venture's Quote. Authorized signatories from each party comprising the Joint Venture must sign the Offer and Acceptance Page. Each party to the Joint Venture must individually comply with all the forms and certification requirements in Sections 4.4.1 and 4.4.2 of this DPA Solicitation.

1.4.7 RECIPROCITY FOR JURISDICTIONAL VENDOR {BIDDER} PREFERENCE

In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, DSS of New Jersey will invoke reciprocal action against an out-of-State Vendor {Bidder} whose state or locality maintains a preference practice for its in-state Vendors {Bidders}. DSS of New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State's statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. DSS of New Jersey may obtain additional information as it deems appropriate to supplement DSS survey information.

A Vendor {Bidder} may submit information related to preference practices enacted for a State or Local entity outside DSS of New Jersey. This information may be submitted in writing as part of the Quote response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Vendor {Bidder}, etc. It is the responsibility of the Vendor {Bidder} to provide documentation with the Quote or submit it to the Director within five (5) business days after the deadline for Quote submission. Written evidence for a specific procurement that is not provided to the Director within five (5) business days of the public Quote submission date may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

1.4.8 QUOTE ACCEPTANCES AND REJECTIONS

N.J.A.C. 17:12-2.7(d), the Director's right to waive minor irregularities or omissions in a Quote and N.J.A.C. 17:12-2.2 which defines causes for Quote rejection, apply to all Quotes.

1.4.9 ELECTRONIC SIGNATURES

Vendors {Bidders} submitting Quotes through email may sign the forms listed in Section 4.1.2 (NJ Standard DPA Solicitation Forms, Registrations and Certifications Required Before P.O. Award and

That Should Be Submitted Before the Quote) of this DPA Solicitation electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and emailing the form(s) to DSS at coilean.malone@treas.nj.gov.

2 DEFINITIONS

2.1 CROSSWALK

NJSTART Term	Equivalent Statutory, Regulatory and/or Legacy Term
Bid/DPA Solicitation	Request For Proposal (RFP)/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

2.2 GENERAL DEFINITIONS

The following definitions will be part of any P.O. awarded or order placed as a result of this DPA Solicitation.

Bid or DPA Solicitation – This series of documents, which establish the bidding and P.O. requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the DPA Solicitation, State of NJ Standard Terms and Conditions (SSTC), State-Supplied Price Sheet, attachments, and Bid Amendments.

Bid or DPA Amendment – Written clarification or revision to this DPA Solicitation issued by the Division. Bid Amendments, if any, will be issued prior to Quote opening.

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

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

Change Order – An amendment, alteration or modification of the terms of a P.O. between DSS and the Vendor(s) {Contractor(s)}. A Change Order is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

Commercial Off the Shelf (COTS) – Software provided by Vendor {Contractor} that is intended for general use.

Custom Software – Software and Work Product that is developed by Vendor {Contractor} at the request of the DSS to meet the specific business requirements of the DSS and is intended for its use.

Days After Receipt of Order (ARO) – The number of calendar days 'After Receipt of Order' in which the DSS will receive the ordered materials and/or services.

Director – Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority is the Chief Contracting Officer for DSS of New Jersey.

DSS – Distribution and Support Services, Purchase and Property, Department of Treasury, State of New Jersey.

Division – The Division of Purchase and Property.

Evaluation Committee – A committee established or Division staff member assigned by DSS to review and evaluate Quotes submitted in response to this DPA Solicitation and recommend a P.O. award to DSS.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

Joint Venture – A business undertaking by two (2) or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible or recommended, not mandatory.

Must – Denotes that which is a mandatory requirement.

No Bid – The Vendor {Bidder} is not submitting a price Quote for an item on a price line.

No Charge – The Vendor {Bidder} will supply an item on a price line free of charge.

Primary Form – An electronic form contained within a Vendor's {Bidder's} **NJSTART** profile designated by the Vendor {Bidder} as the primary or principal version of the required form.

Project – The undertakings or services that are the subject of this DPA Solicitation.

QRGs – Quick Reference Guides.

Quote – Vendor's {Bidder's} timely response to the DPA Solicitation including, but not limited to, technical Quote, price Quote, and any licenses, forms, certifications, or other documentation required by the DPA Solicitation.

Revision – A response to a request or a requested clarification of the Vendors {Bidders} Quote.

Shall – Denotes that which is a mandatory requirement.

Should – Denotes that which is permissible or recommended, not mandatory.

Software – Includes, without limitation, computer programs, source codes, routines, or subroutines supplied by Vendor {Contractor}, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, Customized Software and Custom Software, unless the context indicates otherwise.

State – State of New Jersey.

State Confidential Information - shall consist of all information or data contained in documents supplied by DSS, any information or data gathered by the Vendor {Contractor} in fulfillment of the P.O. and any analysis thereof (whether in fulfillment of the P.O. or not).

State Intellectual Property – Any intellectual property that is owned by DSS. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.

State-Supplied Price Sheet – the bidding document created by DSS and attached to this DPA Solicitation on which the Vendor {Bidder} submits its Quote pricing as is referenced and described in DPA Solicitation Section 4.4.5.

Subtasks – Detailed activities that comprise the actual performance of a task.

Subcontractor – An entity having an arrangement with a Vendor {Contractor}, whereby the Vendor {Contractor} uses the products and/or services of that entity to fulfill some of its obligations under its State P.O., while retaining full responsibility for the performance of all [the Vendor's {Contractor's}] obligations under the P.O., including payment to the Subcontractor. The Subcontractor has no legal relationship with DSS, only with the Vendor {Contractor}.

Task – A discrete unit of work to be performed.

Unit Cost or Unit Price – All-inclusive, firm fixed price charged by the Vendor {Bidder} for a single unit identified on a price line.

Using Agency [ies] – A State department or agency, a quasi-State governmental entity, or a Cooperative Purchasing Program participant, authorized to purchase products and/or services under a P.O. procured by the Division.

Vendor {Bidder} – An entity offering a Quote in response to the Division's DPA Solicitation.

Vendor {Contractor} – The Vendor {Bidder} awarded a P.O. resulting from this DPA Solicitation.

2.3 P.O.-SPECIFIC DEFINITIONS/ACRONYMS

Appliance – means a separate and discrete hardware device with integrated software specifically designed to provide a specific computing resource.

Customized Software – COTS that is adapted by Vendor {Contractor} to meet specific business requirements of the DSS that differ from the standard requirements of the base product. Customized Software is not within the scope of this DPA Solicitation. Limited Customization of COTS is permitted within the scope of this DPA Solicitation, but only to the extent that the customization integrates COTS into existing systems or the Limited Customization is required to utilize the general commercial purpose of the COTS.

Enterprise Licensing Agreement (ELA) – an agreement to license the entire population of an entity accessing a software or service for a specified period of time for a specified value.

End-User License Agreement (EULA) – a legal contract between the Software Publisher and the end user of an application that details how the software can and cannot be used.

Infrastructure as a Service (IaaS) - Infrastructure-as-a-Service (IaaS) as used in this document is defined as the capability provided to the consumer to provision processing, storage, networks and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications and possibly limited control of select networking components (e.g., host firewalls). IaaS is not within the scope of this DPA Solicitation.

License Agreement Requirements (LAR) – a document that Vendors {Contractors} have to provide to Software Publishers when requesting a mini-bid response for a purchase that does not require a Custom Agreement.

Limited Customization – As opposed to Customized Software, which is not within the scope of this DPA Solicitation, Limited Customization of COTS refers to custom developed integration of COTS into existing systems or other Limited Customizations required to utilize the general commercial purpose of the COTS. For example, a Software Publisher would be permitted to

develop an application programming interface (“API”) to support the integration of its COTS into DSS’s current systems, but development of additional functionality to meet a DSS’s specific business requirements would be considered Customized Software and outside the scope of this DPA Solicitation.

Managed Service – means the outsourcing of information technology management and operations, typically with regard to hardware, server, and/or network management. The support and maintenance of Appliances shall not be deemed Managed Services for purposes of this DPA Solicitation.

Platform as a Service (PaaS) - Platform-as-a-Service (PaaS) as used in this document is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations. PaaS is not within the scope of this DPA Solicitation.

Scope of Work – a written description of the work to be performed by the Software Publisher including, but not limited to, the following details: description of deliverables; acceptance criteria of the deliverables, defined roles and responsibilities of the Provider and DSS, cost of services, and change control procedures.

Software as a Service (SaaS) - Software-as-a-Service (SaaS) as used in this document is defined as the capability provided to the consumer to use the provider’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Software Publisher – A software manufacturer (e.g., Microsoft) or a provider of Software-Related Services.

Software-Related Services – Includes implementation, installation, configuration, training, and Limited Customization. IT staff augmentation services and IT consulting services are not considered Software-Related Services within the scope of this DPA Solicitation.

3 **SCOPE OF WORK – REQUIREMENTS OF THE VENDOR {CONTRACTOR}**

3.1 **SET OF DELIVERABLES A: ENTERPRISE RESOURCE PLANNING-BASED SUPPLY CHAIN MANAGEMENT SOLUTION (ERP/SCMS):**

Vendor {Contractor} shall:

A. Provide a cloud-based SaaS; offering end-to-end, real-time Enterprise Resource Planning-based Supply Chain Management Solution (ERP) with the following minimum features:

1. **eCommerce:** web-based customer store front, user-role-based access, user profile and user account management, web-based product catalog, shopping cart, order placement, order status, open and closed invoice, historical purchases, end-to-end visibility, data synchronization, real-time communication, etc.;
2. **Back Office Platform & ERP Portal** (user-based access, user profile and user account management, 30 concurrent users, side panels, with Mobile ERP Applications and barcode-scanning capability, as follows:
 - i. **Vendor and Purchase Order Management** (multi-level approvals, requisition management, vendor selection, partial and consolidated receipts, item tracking, payment vouchers, standard/landed/average cost, vendor selection and performance analysis, approval workflows, suggested buy, blanket orders, cross-company transactions, purchase visibility, purchase inquiry, audit trail, reporting, role-based dashboards, etc.)
 - ii. **Inventory Management** (multi-level approvals, replenishment, location management, physical inventory, costing, items, packaging and UOM, inventory valuation, kitting and disassembly, perishable inventory and lot-serial traceability, non-stock items, dead stock detection, stock conversions, barcodes and labels, warehouse transfers, quality management, shipments, audit trail, reporting, role-based dashboards, etc.)
 - iii. **Warehouse Management System** (multi-level approvals, paperless/ directed picking, wave/ batch picking, barcoded pick lists and replenishment, packing automation, shipment creation, shipping labels and documentation, customer notifications, stock turnover, physical inventory, carts and totes, stock movement, warehouse efficiency, role-based dashboards, user-defined labels, mobile ERP application and barcode-scanning capability using hand-held devices for receiving, put away, inventory holding, transfer, picking, packing, as well as barcode-based order manifests, order delivery and fleet management using a delivery app for digitally capturing customer signatures, audit trail, reporting, role-based dashboards, etc.)
 - iv. **Customer and Sales Order Management** (multi-level approvals, inventory allocation, warehouse product sales, drop ship sales, invoice consolidation, order linking, pricing, returns and credit management, multiple and partial fulfillment, shipment schedules, blanket sales orders, pick-up/counter sales, cross-company transactions, sales visibility, sales inquiry, audit trail, reporting, role-based dashboards, etc.)
 - v. **Financial Management** (general ledger, accounts receivable, accounts payable, cash management, revenue accounting/ management, intercompany accounting, assets, expense management, visibility, reporting, data analysis, inquiry, audit trail, reporting, role-based dashboards, etc.)
 - vi. **Customer Relationship Management** (customer issues, templates for customer management, self-service customer portal, etc.)
 - vii. **ERP Business Intelligence and Analytics:** (consolidated, real-time, and visual inquiries, reports, and dashboards for items, customers, and vendors, etc.)

B. Offer annual maintenance and support of the ERP/SCMS solution.

3.2 SET OF DELIVERABLES B: PROVIDE VALUE-ADDED COTS SERVICES:

Vendor {Contractor} shall:

- C. Provide a realistic ERP/SCMS implementation schedule without service interruption as agreeable by DSS;
- D. Perform Full and Accurate **Data Migration** of at least the most recent five calendar years, 2020-2024, from DSS's current legacy system without service interruption;
- E. Offer a Forty-eight-hour, on-site **Pre-Go-Live Training** of 80+ users;
- F. Ensure **Go-Live**, switching from DSS's current legacy system without service interruption;
- G. Offer a Four-day **Go-Live onsite support**;
- H. Advise DSS on equipment and technology compatible with the offered solution, which may be needed for automating barcode-based supply chain operations: inventory/warehouse management, picking, packing, shipping, delivering, and returns management)

DSS reserves the right to only award one or more of the above-mentioned scope of work line items or Deliverables.

3.3 REPRESENTATION

Vendor {Contractor} shall provide a dedicated representative for DSS. Vendor's {Contractor's} representative shall become familiar with the DSS, serve as a single point of contact, respond to DSS's concerns, and offer recommendations.

Vendor {Contractor} shall return phone calls or respond to emails within one (1) business day.

Vendor {Contractor} must provide an incident escalation path for DSS.

3.4 INTERACTIONS WITH SUB-CONTRACTORS

Vendor {Contractor} shall represent the best interests of DSS in negotiating or otherwise working with the Vendor's {Contractor's} Sub-Contractors.

4 QUOTE PREPARATION AND SUBMISSION – REQUIREMENTS OF THE VENDOR {BIDDER}

Failure to submit information as indicated below may result in your Quote being deemed non-responsive.

4.1 QUOTE CONTENT

The Quote should be submitted in following sections with the content of each section as indicated below.

- Section 1 – Pre-Qualifications & Compliance Forms (Sections 4.1.1 and 4.1.2).
- Section 2 – Technical Quote (Section 4.1.3);
- Section 3 – Organizational Support and Experience (Section 4.1.4); and
- Section 4 – Any other documents to be included by the Vendor {Bidder}.
- Section 5 – State-Supplied Price Sheet (Section 4.1.5).

Note: Vendors {Bidders} submitting Quotes via email must complete DSS-Supplied Price Sheet accompanying this DPA Solicitation and upload it as an attachment on the “Attachments” Tab (See Section 4.4.5 of this DPA Solicitation).

4.1.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE

Vendors {Bidders} should refer to the QRGs “Vendor Forms” and “Attaching Files” for instructions on submitting the forms required by this section of the DPA Solicitation through [NJSTART](#). Vendors {Bidders} may also refer to the QRG “Vendor Categories and Certifications” for additional instructions on completing shortened versions of required forms by completing certifications on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

In the event that a Vendor {Bidder} fails to attach a required form, or the attached form is deemed deficient, the Division may access the Primary Form to be considered as part of the Quote.

Vendors {Bidders} are under a continuing obligation to report updates to the information contained in its required forms.

Unless otherwise specified, forms must comply with the signature requirements pursuant to Section 1.4.11 of this DPA Solicitation.

4.1.1.1 OFFER AND ACCEPTANCE PAGE

The Vendor {Bidder} shall complete and submit the Offer and Acceptance Page accompanying this DPA Solicitation prior to the initiation of negotiation. The Vendor {Bidder} should submit the Offer and Acceptance Page with the Quote. All information requested on the Offer and Acceptance Page must be submitted.

If the Offer and Acceptance Page is not submitted with the Quote or is incomplete, DSS will require the Vendor {Bidder} to submit the Offer and Acceptance Page. If the Vendor {Bidder} fails to comply with the requirement within seven (7) business days of the demand, DSS may deem the Quote non-responsive.

The Offer and Acceptance Page must be signed by an authorized representative of the Vendor {Bidder}. If the Vendor {Bidder} is a limited partnership, the Offer and Acceptance Page must be signed by a general partner. If the Vendor {Bidder} is a joint venture, the Offer and Acceptance Page must be signed by a principal of each party to the joint venture.

4.1.1.2 NON-COLLUSION

By submitting a Quote and signing the DPA Solicitation Offer and Acceptance Page, the Vendor {Bidder} certifies as follows:

- A. The price(s) and amount of its Quote have been arrived at independently and without consultation, communication or agreement with any other Vendor {Contractor, Bidder} or any other party;
- B. Neither the price(s) nor the amount of its Quote, and neither the approximate price(s) nor approximate amount of this Quote, have been disclosed to any other firm or person who is a Vendor {Bidder} or potential Vendor {Bidder}, and they will not be disclosed before the Quote submission;
- C. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this P.O., or to submit a Quote higher than this Quote, or to submit any intentionally high or noncompetitive Quote or other form of complementary Quote;
- D. The Quote of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Quote; and
- E. The Vendor {Bidder}, its affiliates, subsidiaries, officers, directors, and employees are not, to Vendor's {Bidder's} knowledge, currently under investigation by any governmental agency for alleged conspiracy or collusion with respect to bidding on any P.O./public contract and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any P.O./public contract.

4.1.1.3 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by Vendors {Bidders/Contractors} in its dealings with DSS. The guide provides further information about compliance with Section 2.7 of the SSTC. The guide can be found at: <https://www.state.nj.us/treasury/purchase/ethics.shtml>

By signing the DPA Solicitation Offer and Acceptance Page, the Vendor {Bidder} is automatically certifying that it has complied with all applicable laws and regulations governing the provision of State goods and services, including the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28.

4.1.2 NJ STANDARD DPA SOLICITATION FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED BEFORE P.O. AWARD AND THAT SHOULD BE SUBMITTED BEFORE THE QUOTE

Vendor's {Bidder's} failure to complete, sign and submit the forms in Section 4.1.2 shall be cause to reject its Quote as non-responsive. Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.4. of this DPA Solicitation.

4.1.2.1 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS (REV: 06/21/2023) AND WAIVERED CONTRACTS/DELEGATED PURCHASE AUTHORITY SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS (REV: 01/11/2022)

The Vendor {Contractor} shall review the attached *State of New Jersey Standard Terms and Conditions and Waivered Contracts/Delegated Purchase Authority Supplement to the State of New Jersey Standard Terms and Conditions* document and provide DSS with a copy of the signed acceptance of the terms and conditions.

4.1.2.2 OWNERSHIP DISCLOSURE FORM

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

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Vendor's {Bidder's} failure to submit the completed and signed form with its Quote will result in the rejection of the Quote as non-responsive and preclude the award of a P.O. to said Vendor {Bidder} unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.

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

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the DPA Solicitation through **NJSTART**. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in **NJSTART**. QRGs are located on the [NJSTART Vendor Support Page](#).

Vendors {Bidders} utilizing **NJSTART** should designate one (1) version of the Ownership Disclosure Form as the Primary Form. In the event that a Vendor {Bidder} fails to attach an Ownership Disclosure Form, or the attached Ownership Disclosure Form is deemed deficient, the Division may access the Primary Form and consider it as part of the Quote. Note: The Primary Form must have a Date Created within six (6) months of the Quote submission deadline to be considered valid.

4.1.2.3 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING VENDOR

The Vendor {Bidder} should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Vendor {Bidder} does not submit the form with the Quote, the Vendor {Bidder} must comply within seven (7) business days of DSS's request or DSS may deem the Quote non-responsive.

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the DPA Solicitation through **NJSTART**. Vendors

{Bidders} may also refer to the QRG “Vendor Categories and Certifications” for additional instructions on completing shortened versions of required forms by completing certifications on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

4.1.2.4 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Pursuant to N.J.S.A. 52:32-58, the Vendor {Bidder} must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Vendor {Bidder}, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Vendor {Bidder}, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Vendor {Bidder} is unable to so certify, the Vendor {Bidder} shall provide a detailed and precise description of such activities as directed on the form. A Vendor’s {Bidder’s} failure to submit the completed and signed form with its Quote will result in the rejection of the Quote as non-responsive and preclude the award of a P.O. to said Vendor {Bidder}.

Vendors {Bidders} may refer to the QRGs “Vendor Forms” and “Attaching Files” for instructions on submitting the forms required by this section of the DPA Solicitation through [NJSTART](#). Vendors {Bidders} may also refer to the QRG “Vendor Categories and Certifications” for additional instructions on completing shortened versions of required forms by completing certifications on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

Vendors {Bidders} utilizing [NJSTART](#) should designate the most current version of the Disclosure of Investment Activities in Iran form as the Primary Form. In the event that a Vendor {Bidder} fails to attach a Disclosure of Investment Activities in Iran form, or the attached Disclosure of Investment Activities in Iran form is deemed deficient, the Division may access the Primary Form, as designed in the Vendor {Bidder} profile, to be considered as part of the Quote.

4.1.2.5 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134), EXECUTIVE ORDER NO. 117 (2008) AND N.J.A.C. 17:12-5 ET SEQ.

- A. DSS shall not enter into a P.O. to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods;
- B. Prior to awarding any P.O. or agreement to any Business Entity, the Business Entity proposed as the intended Vendor {Contractor} of the P.O. shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division’s website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>, shall be provided to the intended Vendor {Contractor} for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a P.O., the intended Vendor {Contractor} shall submit to the Division, in care of the Division Procurement

Specialist, the Certification and Disclosure(s) within five (5) business days of DSS's request. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a P.O. under this DPA Solicitation, as well as future P.O. opportunities; and

- C. Further, the Vendor {Contractor} is required, on a continuing basis, to report any contributions it makes during the term of the P.O., and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>, shall be provided to the intended Vendor {Contractor} with the Notice of Intent to Award.

The Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form is located on the [Division's website](#).

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the DPA Solicitation through **NJSTART**. QRGs are located on the [NJSTART Vendor Support Page](#).

Vendors {Bidders} should verify its Chapter 51 Compliance status on the "Maintain Terms and Categories" Tab within its profile in **NJSTART**. In the event of an issue with a Vendor's {Bidder's} Chapter 51 Compliance status, **NJSTART** provides a link to take corrective action.

4.1.2.6 CHAPTER 271 VENDOR CERTIFICATION AND POLITICAL DISCLOSURE FORM

The following is the required Vendor/Bidder Disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor/Bidder is required to disclose Reportable Contributions by: the Vendor/Bidder itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor/Bidder or more than 10% of the stock of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spouse or child living with a natural person that is a Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Contractor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor/Bidder; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor/Bidder, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

4.1.2.7 MACBRIDE PRINCIPALS FORM

The Vendor {Bidder} must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit

independent monitoring of its compliance with those principles. See Section 2.5 of the SSTC and N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

By signing the DPA Solicitation Offer and Acceptance Page, the Vendor {Bidder} is automatically certifying that either:

- A. The Vendor {Bidder} has no operations in Northern Ireland; or
- B. The Vendor {Bidder} has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A Vendor {Bidder} electing not to certify to the MacBride Principles must nonetheless sign the DPA Solicitation Offer and Acceptance Page AND must include, as part of its Quote, a statement indicating its refusal to comply with the provisions of this Act.

4.1.2.8 PROOF OF BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Vendor {Bidder} and its named Subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a P.O. To facilitate the Quote evaluation and P.O. award process, the Vendor {Bidder} should submit a copy of its valid BRC and those of any named Subcontractors with its Quote. See Section 2.1 of the SSTC.

Any Vendor {Bidder}, inclusive of any named Subcontractors, not having a valid business registration at the time of the Quote opening, or whose BRC was revoked prior to the submission of the Quote, should proceed immediately to register its business or seek reinstatement of a revoked BRC. Vendors {Bidders} should verify its BRC status on the “Maintain Terms and Categories” Tab within its profile in **NJSTART**. In the event of an issue with a Vendor’s {Bidder’s} BRC, **NJSTART** provides a link to take corrective action.

The Vendor {Bidder} is cautioned that it may require a significant amount of time to secure the reinstatement of a revoked BRC. The process can require actions by both the Division of Revenue and Enterprise Services and the Division of Taxation. For this reason, a Vendor’s {Bidder’s} early attention to this requirement is highly recommended. The Vendor {Bidder} and its named Subcontractors may register with the Division of Revenue and Enterprise Services, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busreqcert.shtml>.

A Vendor {Bidder} otherwise identified by the Division as a responsive and responsible Vendor {Bidder}, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Quote must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A Vendor {Bidder} failing to comply with this requirement by the deadline specified by the Division will be deemed ineligible for P.O. award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by DSS as a basis to verify independently compliance with the requirement for business registration.

A Vendor {Bidder} receiving a P.O. award as a result of this procurement and any Subcontractors named by that Vendor {Bidder} will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed P.O. {Contract}, inclusive of any P.O. extensions.

4.1.2.9 CERTIFICATE OF INSURANCE/ACORD

The Vendor {Contractor} shall provide DSS with current certificates of insurance for all coverages required by the terms of this P.O., naming DSS as an Additional Insured. See Section 4.2 of the SSTC accompanying this DPA Solicitation.

Vendors {Bidders} should verify its Insurance Certification Compliance status on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). In the event of an issue with a Vendor’s {Bidder’s} Insurance Certification Compliance status, contact the Division Procurement Specialist.

4.1.2.10 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to [N.J.S.A. 52:34-13.2](#), all P.O.s primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a Vendor {Contractor} or Subcontractor within the United States and the certification is approved by DSS Treasurer. Also refer to Section 3.6 Service Performance within U.S. of the SSTC.

Pursuant to the statutory requirements, the intended Vendor {Contractor} of a P.O. primarily for services with DSS of New Jersey must disclose the location by country where services under the P.O., including subcontracted services, will be performed. The Source Disclosure Form accompanies the subject DPA Solicitation. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY DSS SHALL PRECLUDE AWARD OF A P.O. {CONTRACT} TO THE INTENDED VENDOR {BIDDER}.

If any of the services cannot be performed within the United States, the Vendor {Bidder} shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the Vendor {Bidder} to form the basis of his or her certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

The Source Disclosure Form is located on the [Division’s website](#). Vendors {Bidders} may refer to the QRGs “Vendor Forms” and “Attaching Files” for instructions on submitting the forms required by this section of the DPA Solicitation through [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

4.1.2.11 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

4.1.2.12 AFFIRMATIVE ACTION

The intended Vendor {Contractor} must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended Vendors {Contractors} not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter

of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf.

Vendors {Bidders} should verify its Affirmative Action Compliance status on the “Maintain Terms and Categories” Tab within its profile in **NJSTART**. In the event of an issue with a Vendor’s {Bidder’s} Affirmative Action Compliance status, **NJSTART** provides a link to take corrective action.

4.1.3 SUBCONTRACTOR UTILIZATION PLAN

Please note that DSS of New Jersey will not be utilizing the “Subcontractor” Tab in **NJSTART**.

Vendors {Bidders} intending to use a Subcontractor shall submit a Subcontractor Utilization Plan form. The Subcontractor Utilization Plan form is located on the [Division’s website](#). Vendors {Bidders} may refer to the QRGs “Vendor Forms” and “Attaching Files” for instructions on submitting the forms required by this section of the DPA Solicitation through **NJSTART**. QRGs are located on the [NJSTART Vendor Support Page](#).

For a Quote that does NOT include the use of any Subcontractors, by signing the DPA Solicitation Offer and Acceptance Page, the Vendor {Bidder} is *automatically* certifying that in the event the award is granted to the Vendor’s {Bidder’s} firm and the Vendor {Bidder} later determines at any time during the term of the P.O. to engage Subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the SSTC, the Vendor {Bidder} shall submit a Subcontractor Utilization Plan form for approval to the Division in advance of any such engagement of Subcontractors.

4.1.4 TECHNICAL QUOTE

In this section, the Vendor {Bidder} shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., Section 3.0. The Vendor {Bidder} must set forth its understanding of the requirements of this DPA Solicitation and its approach to successfully complete the P.O. The Vendor {Bidder} should include the level of detail it determines necessary to assist the evaluation committee in its review of the Vendor’s {Bidder’s} Quote.

4.1.5 MANAGEMENT OVERVIEW

The Vendor {Bidder} shall set forth its overall technical approach and plans to meet the requirements of the DPA Solicitation in a narrative format. This narrative should demonstrate to DSS that the Vendor {Bidder} understands the objectives that the P.O. is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the P.O. This narrative should demonstrate to DSS that the Vendor’s {Bidder’s} general approach and plans to undertake and complete the P.O. are appropriate to the tasks and subtasks involved.

Mere reiterations of DPA Solicitation tasks and subtasks are strongly discouraged, as they do not provide insight into the Vendor’s {Bidder’s} approach to complete the P.O. The Vendor’s {Bidder’s} response to this section should be designed to demonstrate to DSS that the Vendor’s {Bidder’s} detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the Vendor’s {Bidder’s} Quote will lead to successful P.O. completion.

4.1.6 P.O. MANAGEMENT

The Vendor {Bidder} should describe its specific plans to manage, control and supervise the P.O. to ensure satisfactory P.O. completion according to the required schedule. The plan should include the Vendor’s {Bidder’s} approach to communicate with DSS Contract Manager including, but not limited to, status meetings, status reports, etc.

4.1.7 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The Vendor {Bidder} should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Vendor's {Bidder's} qualifications, and capabilities to perform the services required by this DPA Solicitation.

The Vendor {Bidder} should include the level of detail it determines necessary to assist the evaluation committee in its review of Vendor's {Bidder's} Quote.

Vendor {Bidder} should provide an overview of business operations, with an emphasis on the provision of services as a Software Reseller. Vendor {Bidder} should provide the following information:

- Vendor's {Bidder's} full legal name;
- Primary business contact information (name, address, phone number, email address, website);
- Date company was established;
- Location where the Vendor {Bidder} is incorporated; and
- Ownership structure (public, partnership, subsidiary, etc.).

4.1.7.1 LOCATION

The Vendor {Bidder} should include the address of the Vendor's {Bidder's} office where responsibility for managing the P.O. will take place. The Vendor {Bidder} should include the telephone number and name of the individual to contact.

4.1.8 STATE-SUPPLIED PRICE SHEET

The Vendor {Bidder} must submit pricing using DSS-Supplied Price Sheet accompanying this DPA Solicitation.

5 SPECIAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE P.O.

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

This P.O. awarded, and the entire agreement between the parties, as a result of this DPA Solicitation shall consist of this DPA Solicitation, SSTC, Bid Amendment to this DPA Solicitation, the Vendor's {Contractor's} Quote, and the Division's Notice of Award.

In the event of a conflict in the terms and conditions among the documents comprising this P.O., the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking, shall be:

- A. Executed Offer and Acceptance Page;
- B. DPA Solicitation Section 5, as may be amended by Bid Amendment;
- C. DSS of NJ Standard Terms and Conditions (SSTC) included in this DPA Solicitation at Section 9;
- D. All remaining sections of the DPA Solicitation, as may be amended by Bid Amendment; and
- E. The Vendor's {Contractor's} Quote as accepted by DSS.

5.2 CHANGE ORDER

Any changes or modifications to the terms of this P.O. shall be valid only when they have been reduced to writing and signed by the Vendor {Contractor} and the Director.

5.3 VENDOR {CONTRACTOR} RESPONSIBILITIES

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

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

5.4 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of this P.O. {Contract}, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of DSS of completion, which are prepared for or are a result of the services required under this P.O. {Contract} shall be and remain the property of DSS of New Jersey and shall be delivered to DSS of New Jersey upon thirty (30) days' notice by DSS. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this P.O. {Contract}, Vendor {Contractor} or Subcontractor hereby assigns to DSS all right, title and interest in and to any such material, and DSS shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the Vendor {Bidder} anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the Quote {Proposal}. Otherwise, the language in the first paragraph of this section prevails. If the Vendor {Bidder} identifies such intellectual property ("Background IP") in its Quote {Proposal}, then the Background IP owned by the Vendor {Bidder} on the date of this P.O. {Contract}, as well as any modifications or adaptations thereto, remain the property of the Vendor {Bidder}. Upon P.O. {Contract} award, the Vendor {Bidder/Contractor} shall grant DSS a nonexclusive, perpetual royalty free license to use any of the Vendor's {Bidder's/Contractor's} Background IP delivered to DSS for the purposes contemplated by this P.O. {Contract}.

5.5 CONFIDENTIALITY

- A. The obligations of DSS under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;

- B. By virtue of this P.O., the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this P.O. Vendor's {Contractor's} Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure Vendor Intellectual Property ("Vendor {Contractor} Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this P.O. are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. DSS's Confidential Information shall consist of all information or data contained in documents supplied by DSS, any information or data gathered by the Vendor {Contractor} in fulfillment of the P.O. and any analysis thereof (whether in fulfillment of the P.O. or not);
- D. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the P.O. to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
- E. DSS agrees to hold Vendor's {Contractor's} Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- F. In the event that DSS receives a request for Vendor {Contractor} Confidential Information related to this P.O. pursuant to a court order, subpoena, or other operation of law, DSS agrees, if permitted by law, to provide Vendor {Contractor} with as much notice, in writing, as is reasonably practicable and DSS's intended response to such order of law. Vendor {Contractor} shall take any action it deems appropriate to protect its documents and/or information;
- G. In addition, in the event Vendor {Contractor} receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Vendor {Contractor} shall, if permitted by law, provide DSS with as much notice, in writing, as is reasonably practicable and Vendor's {Contractor's} intended response to such order of law. DSS shall take any action it deems appropriate to protect its documents and/or information; and
- H. Notwithstanding the requirements of nondisclosure described in this Sections 5.9, either party may release the other party's Confidential Information:
- (i) if directed to do so by a court or arbitrator of competent jurisdiction; or
 - (ii) pursuant to a lawfully issued subpoena or other lawful document request:
 - (a) in the case of DSS, if DSS determines the documents or information are subject to disclosure and Vendor {Contractor} does not exercise its rights as described in Section 5.9 (F), or if Vendor {Contractor} is unsuccessful in defending its rights as described in Section 5.9 (F); or
 - (b) in the case of Vendor {Contractor}, if Vendor {Contractor} determines the documents or information are subject to disclosure and DSS does not exercise its rights described in Section 5.9 (G), or if DSS is unsuccessful in defending its rights as described in Section 5.9 (G).

5.6 NEWS RELEASES

The Vendor {Contractor} is not permitted to issue news releases pertaining to any aspect of the services being provided under this P.O. without the prior written consent of the Director.

5.7 ADVERTISING

The Vendor {Contractor} shall not use DSS's name, logos, images, or any data or results arising from this P.O. as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.8 LICENSES AND PERMITS

The Vendor {Contractor} shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this P.O. Notwithstanding the requirements of the DPA Solicitation, the Vendor {Contractor} shall supply DSS Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this P.O. award. All costs associated with any such licenses, permits, and authorizations must be considered by the Vendor {Bidder} in its Quote.

5.9 CLAIMS AND REMEDIES

5.9.1 CLAIMS

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

5.9.2 REMEDIES

Nothing in this P.O. shall be construed to be a waiver by DSS of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.9.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL P.O. REQUIREMENTS

In the event that the Vendor {Contractor} fails to comply with any material P.O. requirements, the Director may take steps to terminate this P.O. in accordance with the SSTC, authorize the delivery of P.O. items by any available means, with the difference between the price paid and the defaulting Vendor's {Contractor's} price either being deducted from any monies due the defaulting Vendor {Contractor} or being an obligation owed DSS by the defaulting Vendor {Contractor}, as provided for in DSS administrative code, or take any other action or seek any other remedies available at law or in equity.

5.10 MODIFICATIONS AND CHANGES TO DSS OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

5.10.1 INDEMNIFICATION

Section 4.1 of the SSTC is supplemented with the following:

5.10.2 LIMITATION OF LIABILITY

The Vendor's {Contractor's} liability to DSS for actual, direct damages resulting from the Vendor's {Contractor's} performance or non-performance, or in any manner related to this P.O., for any and all claims, shall be limited in the aggregate to 200% of the total value of this P.O. over the prior 12

months or \$3 million, whichever is greater, except that such limitation of liability shall not apply to the following:

- a. The Vendor's {Contractor's} obligation to indemnify DSS of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Vendor {Contractor} under this P.O. caused by negligence or willful misconduct of the Vendor {Contractor};
- b. The Vendor's {Contractor's} breach of its obligations of confidentiality; and
- c. The Vendor's {Contractor's} liability with respect to copyright indemnification.

The Vendor's {Contractor's} indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the SSTC.

The Vendor {Contractor} shall not be liable for special, consequential, or incidental damages.

5.10.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 4.2 of the SSTC regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

- A. Professional Liability Insurance: The Vendor {Contractor} shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Vendor {Contractor} from any liability arising out the professional obligations performed pursuant to the requirements of this P.O. The insurance shall be issued by a carrier rated A-VIII or better and shall be in the amount of not less than \$2,000,000. If the Vendor {Contractor} has claims-made coverage and subsequently changes carriers during the term of this P.O., it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.
- B. The certificates of insurance shall list DSS of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. It is not necessary to list the contract number on the certificate of insurance.

5.10.4 PERFORMANCE GUARANTEE OF CONTRACTOR

Section 5.11 of the SSTC is deleted in its entirety and replaced with the following:

The contractor hereby certifies that all services rendered to DSS shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by DSS is rendered.

5.11 ACCESSIBILITY COMPLIANCE

The Vendor {Contractor} acknowledges that DSS may be required to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. The Vendor {Contractor} agrees that any information that it provides to DSS in the form of a Voluntary Product Accessibility Template (VPAT) about the accessibility of the Software is accurate to a commercially reasonable standard and the Vendor {Contractor} agrees to provide DSS with technical information available to support such VPAT documentation in the event that DSS relied on any of Vendor's {Contractor's} VPAT information to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. In addition, Vendor {Contractor} shall defend any claims against DSS that the Software does not meet the accessibility standards set forth in the VPAT provided by Provider in order to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794 and will indemnify DSS with regard to any claim made against DSS with regard to any judgment or settlement resulting from those claims to the extent the Provider's Software provided under this P.O. was not accessible in the same manner as or to the degree set forth in the Vendor's {Contractor's} statements or information about accessibility as set forth in the then-current version of an applicable VPAT.

5.12 ELECTRONIC PAYMENTS

With the award of this P.O., the successful Vendor(s) {Contractor(s)} will be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from DSS of New Jersey, you must complete the EFT information within your NJSTART Vendor Profile. Please refer to Section 5.2 of the QRG entitled "Vendor Profile Management – Company Information and User Access" for instructions. QRGs are located on the [NJSTART Vendor Support Page](#).

6 QUOTE EVALUATION

6.1 RIGHT TO WAIVE

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

6.2 DIRECTOR'S RIGHT OF FINAL QUOTE ACCEPTANCE

The Director reserves the right to reject any or all Quotes, or to award in whole or in part if deemed to be in the best interest of DSS to do so. The Director shall have authority to award orders or P.O.s in accordance with N.J.S.A. 52:34-12. Tie Quotes will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

6.3 STATE'S RIGHT TO INSPECT VENDOR (BIDDER) FACILITIES

DSS reserves the right to inspect the Vendor's {Bidder's} establishment before making an award, for the purposes of ascertaining whether the Vendor {Bidder} has the necessary facilities for performing the P.O.

DSS may also consult with clients of the Vendor {Bidder} during the evaluation of Quotes. Such consultation is intended to assist DSS in making a P.O. award that is most advantageous to DSS.

6.4 CLARIFICATION OF QUOTE / STATE'S RIGHT TO REQUEST FURTHER INFORMATION

After the submission of Quotes, unless requested by DSS as noted below, Vendor {Bidder} contact with DSS is not permitted.

After the Quotes are reviewed, one (1), some or all of the Vendors {Bidders} may be asked to clarify certain aspects of its Quote. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions, or revise or modify a Quote.

Further, the Director reserves the right to request a Vendor {Bidder} to explain, in detail, how the Quote price was determined.

6.5 QUOTE EVALUATION COMMITTEE

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

6.6 ORAL PRESENTATION

After the Quotes are reviewed, one (1), some or all of the Vendors {Bidders} may be required to give an oral presentation to DSS concerning its Quote.

A Vendor {Bidder} may not attend the oral presentations of its competitors.

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

6.7 EVALUATION CRITERIA

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

6.7.1 TECHNICAL EVALUATION CRITERIA

Each criterion will be scored and each score multiplied by a predetermined weight to develop the Technical Evaluation Score.

- A. Personnel: The qualifications and experience of the Vendor's {Bidder's} management, supervisory, and key personnel assigned to the P.O., including the candidates recommended for each of the positions/roles required;
- B. Experience of firm: The Vendor's {Bidder's} documented experience in successfully completing P.O. of a similar size and scope in relation to the work required by this DPA Solicitation; and

- C. Ability of firm to complete the Scope of Work based on its Technical Quote: The Vendor's {Bidder's} demonstration in the Quote that the Vendor {Bidder} understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the P.O.

6.7.2 VENDOR'S {BIDDER'S} STATE-SUPPLIED PRICE SHEET

DSS will utilize a weighted consumption/market basket model to evaluate pricing. If DSS receives Quotes from properly registered SBE's, the Quotes submitted by those Vendor(s) {Bidder(s)} will be evaluated against one another in a pool separate from the Quotes that are received by non-SBE Vendors(s) {Bidder(s)}. Both pools of potential Vendor(s) {Bidder(s)} will be evaluated by the same methodology. The pricing model will be date-stamped and entered into the record before Quote opening.

6.7.3 QUOTE DISCREPANCIES

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

6.7.4 EVALUATION OF THE QUOTES

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible Vendor(s) {Bidder(s)} whose Quote, conforming to this DPA Solicitation, is most advantageous to DSS, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the Director reserves the right to negotiate price reductions with the selected Vendor {Bidder}.

6.8 POOR PERFORMANCE

A Vendor {Bidder} with a history of performance problems may be bypassed for consideration of an award issued as a result of this DPA Solicitation. The following materials may be reviewed to determine Vendor {Bidder} performance: P.O. cancellations for cause pursuant to Section 5.7(B) of the SSTC; information contained in Vendor performance records; information obtained from audits or investigations conducted by a local, state or federal agency of the Vendor's {Bidder's} work experience; current licensure, registration, and/or certification status and relevant history thereof; or its status or rating with established business/financial reporting services, as applicable. Vendors {Bidders} should note that this list is not exhaustive.

7 P.O. AWARD

7.1 BREACH OF P.O.

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE P.O. SHALL BE DEEMED A BREACH OF P.O. {CONTRACT}. If, during the term of the P.O., or any extension thereof, the Vendor {Contractor} or Subcontractor, who had upon P.O. award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the Vendor {Contractor} shall be deemed to be in

breach of its P.O. Such P.O. shall be subject to termination for cause pursuant to Section 5.7b.1 of the SSTC, unless such shift in performance was previously approved by the Director and the Treasurer.

7.2 FINAL P.O. AWARD

P.O. award[s] will be made with reasonable promptness by written notice to those responsible Vendor(s) {Bidder(s)}, whose Quote(s), conforming to this DPA Solicitation, is(are) most advantageous to DSS, price, and other factors considered. Any or all Quotes may be rejected when DSS Treasurer or the Director determines that it is in the public interest to do so.