Bid Solicitation/Request for Proposal

16DPP00015

For: T-3051 Department of Health (DOH) Consultant

Event	Date	Time
Vendor's {Bidder's} Electronic Question Due Date (Refer to Bid Solicitation (RFP) Section 1.3.1 for more information.)	April 7, 2016	2:00 PM
Mandatory/Optional Pre-Quote {Proposal} Submission Conference (Refer to Bid Solicitation (RFP) Section 1.3.6 for more information.)	Not Applicable	
Mandatory/Optional Site Visit (Refer to Bid Solicitation (RFP) Section 1.3.5 for more information.)	Not Applicable	
Quote {Proposal} Submission Date (Refer to Bid Solicitation (RFP) Section 1.3.2 for more information.)	May 5, 2016	2:00 PM

Dates are subject to change. All times contained in the Bid Solicitation {RFP} refer to Eastern Time. All changes will be reflected in Bid Amendments {Addenda} to the Bid Solicitation {RFP} posted on the Division of Purchase and Property website and on www.njstart.gov.

	Status	Category
Small Business Set-Aside	☒ Not Applicable ☐ Entire Blanket PO {Contract} ☐ Partial Blanket PO {Contract} ☐ Subcontracting Only	☐ **I** ☐ **II** ☐ **III**

Bid Solicitation {RFP} Issued By
State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency/Agencies
State of New Jersey
Department of Health
Trenton, NJ 08625

Date: March 24, 2016

Table of Contents

1.0 INFORMATION FOR VENDORS {BIDDERS} ... 4

1.1 PURPOSE AND INTENT ... 4
1.2 BACKGROUND ... 4
1.3 KEY EVENTS ... 5
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD ... 5
1.3.2 SUBMISSION OF QUOTES {PROPOSALS} ... 6
1.3.3 *NJSTART* ... 6
1.3.4 ELECTRONIC SIGNATURES ... 6
1.3.5 MANDATORY/OPTIONAL SITE VISIT ... 7
1.3.6 MANDATORY/OPTIONAL PRE-QUOTE {PROPOSAL} CONFERENCE ... 7
1.3.7 PRE-QUOTE {PROPOSAL} DOCUMENT REVIEW ... 7
1.4 ADDITIONAL INFORMATION ... 7
1.4.1 BID AMENDMENTS {ADDENDA}: REVISIONS TO THIS BID SOLICITATION {RFP} ... 7
1.4.2 VENDOR {BIDDER} RESPONSIBILITY ... 8
1.4.3 COST LIABILITY ... 8
1.4.4 CONTENTS OF QUOTE {PROPOSAL} ... 8
1.4.5 ANNOUNCEMENT OF QUOTE {PROPOSAL} INFORMATION ... 8
1.4.6 PRICE ALTERATION IN HARD COPY QUOTES {PROPOSALS} ... 9
1.4.7 QUOTE {PROPOSAL} ERRORS ... 9
1.4.8 JOINT VENTURE ... 10
1.4.9 RECIPROCITY FOR JURISDICTIONAL VENDOR {BIDDER} PREFERENCE ... 10
1.4.10 QUOTE {PROPOSAL} ACCEPTANCES AND REJECTIONS ... 11

2.0 DEFINITIONS ... 12

2.1 CROSSWALK ... 12
2.1.1 GENERAL DEFINITIONS ... 12
2.2 BLANKET PO {CONTRACT}-SPECIFIC DEFINITIONS/ACRONYMS ... 15

3.0 SCOPE OF WORK ... 17

3.1 CONSULTING SERVICES ... 17
3.2 MAINTENANCE OF STAFFING REQUIREMENTS ... 18
3.3 TRAVEL REIMBURSEMENT AND OTHER EXPENSES ... 18

4.0 QUOTE {PROPOSAL} PREPARATION AND SUBMISSION ... 19

4.1 GENERAL ... 19
4.2 QUOTE {PROPOSAL} DELIVERY AND IDENTIFICATION ... 19
4.3 NJSTART ELECTRONIC SUBMISSION VS. HARD COPY SUBMISSION INSTRUCTION ... 20
4.3.1 NJSTART SUBMISSION OF QUOTE {PROPOSAL} ... 20
4.3.2 HARD COPY SUBMISSION ... 20
4.4 QUOTE {PROPOSAL} CONTENT ... 21
4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE {PROPOSAL} ... 21
4.4.2 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED BEFORE BLANKET PO {CONTRACT} AWARD AND THAT SHOULD BE SUBMITTED WITH THE QUOTE {PROPOSAL} ... 25
4.4.3 TECHNICAL QUOTE {PROPOSAL} ... 27
4.4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE ... 28
4.4.5 PRICE SCHEDULE/SHEET ... 30

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS ... 33

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS ... 33
5.2 BLANKET PO {CONTRACT} TERM AND EXTENSION OPTION ... 33
5.3 BLANKET PO {CONTRACT} TRANSITION ... 33
5.4 CHANGE ORDER {CONTRACT AMENDMENT} ... 34
5.5 VENDOR {CONTRACTOR} RESPONSIBILITIES ... 34
5.6 SUBSTITUTION OF STAFF ... 34
5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S) ... 34

5.8 OWNERSHIP OF MATERIAL 35
5.9 SECURITY AND CONFIDENTIALITY 35
5.9.1 DATA CONFIDENTIALITY 35
5.9.2 DATA SECURITY STANDARDS 37
5.10 NEWS RELEASES 38
5.11 ADVERTISING 38
5.12 LICENSES AND PERMITS 38
5.13 CLAIMS AND REMEDIES 39
5.13.1 CLAIMS 39
5.13.2 REMEDIES 39
5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL BLANKET PO {CONTRACT} REQUIREMENTS 39
5.14 LIQUIDATED DAMAGES 39
5.15 RETAINAGE 39
5.16 ADDITIONAL WORK AND/OR SPECIAL PROJECTS 39
5.17 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC) 40
5.17.1 INDEMNIFICATION 40
5.17.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE 40
5.18 ACCESSIBILITY COMPLIANCE 41
5.19 BLANKET PO {CONTRACT} ACTIVITY REPORT 41
5.20 ELECTRONIC PAYMENTS 41
5.21 PROGRAM EFFICIENCY ASSESSMENT FOR STATE USING AGENCIES 42

6.0 QUOTE {PROPOSAL} EVALUATION 43

6.1 RIGHT TO WAIVE 43
6.2 DIRECTOR'S RIGHT OF FINAL QUOTE {PROPOSAL} ACCEPTANCE 43
6.3 STATE'S RIGHT TO INSPECT VENDOR (BIDDER) FACILITIES 43
6.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION 43
6.5 QUOTE {PROPOSAL} EVALUATION COMMITTEE 43
6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF QUOTE {PROPOSAL} 43
6.7 EVALUATION CRITERIA 44
6.7.1 TECHNICAL EVALUATION CRITERIA 44
6.7.2 VENDOR'S {BIDDER'S} PRICE SCHEDULE 44
6.7.3 QUOTE (PROPOSAL) DISCREPANCIES 44
6.7.4 EVALUATION OF THE QUOTES {PROPOSALS} 45
6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO) 45
6.9 "REQUEST FOR REVISION" WITHIN *NJSTART* 46
6.10 POOR PERFORMANCE 46

7.0 BLANKET PO {CONTRACT} AWARD 47

7.1 DOCUMENTS REQUIRED BEFORE BLANKET PO {CONTRACT} AWARD 47
7.1.1 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.* 47
7.1.2 SOURCE DISCLOSURE REQUIREMENTS 47
7.1.3 AFFIRMATIVE ACTION 48
7.1.4 BUSINESS REGISTRATION 48
7.2 FINAL BLANKET PO {CONTRACT} AWARD 49
7.3 INSURANCE CERTIFICATES 49
7.4 PERFORMANCE SECURITY 49

8.0 BLANKET PO {CONTRACT} ADMINISTRATION 50

8.1 STATE CONTRACT MANAGER 50
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES 50
8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER 50

STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS 51

1.0 INFORMATION FOR VENDORS {BIDDERS}

NOTICE: This Bid Solicitation {RFP} is part of the ***NJSTART*** Pilot Procurement Program. ***The Vendor {Bidder} is advised to thoroughly read all sections, as many have been revised, and follow all instructions contained in this Bid Solicitation {RFP}, including the instructions on the Bid Solicitation's {RFP's} Offer and Acceptance Page {Signatory Page}*** and read through all Quick Reference Guides (QRGs) located on the NJSTART Vendor Support Page (http://www.state.nj.us/treasury/purchase/njstart/vendor.shtml), in preparing and submitting its quote {proposal}.

Terminology is listed by new ***NJSTART*** term; {existing term} appears in braces.

1.1 PURPOSE AND INTENT

This Bid Solicitation {Request for Proposal (RFP)} is issued by the Procurement Bureau, Division of Purchase and Property (Division), Department of the Treasury on behalf of the New Jersey Department of Health (DOH). The purpose of this Bid Solicitation {RFP} is to solicit quotes {proposals} for a Contractor (the "Consultant"), an individual or firm, to act in a consulting capacity to provide assistance to the Department in assessing, analyzing, reporting, and presenting the financial condition of hospitals and other health care organizations and providing technical support to DOH's programs, such as the Delivery System Reform Incentive Payment System (DSRIP), Early Warning System, Graduate Medical Education (GME) Program, and Charity Care.

The intent of this Bid Solicitation {RFP} is to award a Master Blanket Purchase Order (Blanket PO) {Contract} to that responsible Vendor {Bidder} whose quote {proposal}, conforming to this Bid Solicitation {RFP} is most advantageous to the State, price and other factors considered. The State, however, reserves the right to separately procure individual requirements that are the subject of the Blanket PO {Contract} during the Blanket PO {Contract} term, when deemed by the Director of the Division of Purchase and Property (Director) to be in the State's best interest.

The State of NJ Standard Terms and Conditions (SSTC) accompanying this Bid Solicitation {RFP} will apply to all Blanket POs {Contracts} made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this Bid Solicitation {RFP} and should be read in conjunction with them unless the Bid Solicitation {RFP} specifically indicates otherwise.

1.2 BACKGROUND

The New Jersey Section §1115(a) Comprehensive Medicaid Waiver (the "Comprehensive Waiver") became effective in July 2012, and extends for five (5) years through June 2017. Under the Comprehensive Waiver, operated by the New Jersey Department of Human Services (DHS), Division of Medical Assistance and Health Services (DMAHS), Special Terms and Conditions (STCs) require the development of a "DSRIP Program Funding and Mechanics Protocol (FMP) to be submitted to the federal Centers for Medicare and Medicaid Services (CMS)". DSRIP is a demonstration program designed to result in better care for individuals (including access to care, quality of care, health outcomes, better health for the populations served, and lower costs by transitioning hospital funding to a model where payment is contingent on achieving health improvement goals. Hospitals may qualify to receive incentive payments for implementing quality initiatives within their community and achieving measurable, incremental clinical outcome results demonstrating the initiative's impact on improving the New Jersey health care system.

Consequently, the consultant for this RFP is needed to assist with and provide technical assistance and support for the DSRIP program; and will provide technical assistance and support for other projects as well, as follows:

a. The DOH Early Warning System requires acute care hospitals to submit financial and occupancy related reports on a regular basis so DOH can monitor hospital stability, compare facility performance, and alert senior management when hospitals are in financial distress;

b. The GME program supports the hospital industry in their efforts to train interns and residents, by providing a subsidy payment intended to account for the Medicaid Managed Care costs of Graduate Medical Education programs; and

c. The Charity Care program is available to New Jersey's uninsured and underinsured residents, and provides supportive subsidies to hospitals for charity care services.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Division will electronically accept questions and inquiries from all potential vendors {bidders} via the "Q&A" Tab of the Bid in ***NJSTART***.

a. Questions should be directly tied to the Bid Solicitation {RFP} and asked in consecutive order, from beginning to end, following the organization of the Bid Solicitation {RFP}; and

b. Each question should begin by referencing the Bid Solicitation {RFP} page number and section number to which it relates.

Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instruction. QRGs are located on the NJSTART Vendor Support Page.

A Vendor {Bidder} must not contact the Using Agency directly, in person, by telephone or by e-mail, concerning this Bid Solicitation {RFP}.

The cut-off date for electronic questions and inquiries relating to this Bid Solicitation {RFP} is indicated on the Bid Solicitation {RFP} cover sheet and on the "Summary" page of the Bid Solicitation in ***NJSTART***. In the event that questions are posed by Vendors {Bidders}, answers to such questions will be issued by bid amendment {addendum}. Any bid amendment {addendum} to this Bid Solicitation {RFP} will become part of this Bid Solicitation {RFP} and part of any Blanket PO {Contract} awarded as a result of this Bid Solicitation {RFP}. Bid Amendments {Addenda} to this Bid Solicitation {RFP}, if any, will be posted as a File Attachment on the "Summary" page of the Bid Solicitation in ***NJSTART*** after the cut-off date. (See Bid Solicitation {RFP} Section 1.4.1 for further information.)

1.3.1.1 EXCEPTIONS TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

Questions regarding the SSTC and exceptions to mandatory requirements must be posed during this Electronic Question and Answer period and shall contain the Vendor's {Bidder's} suggested changes and the reason for the suggested changes.

1.3.2 SUBMISSION OF QUOTES {PROPOSALS}

In order to be considered for award, the quote {proposal} must be received by the Procurement Bureau of the Division at the appropriate location by the required time. Vendors {Bidders} shall submit a quote {proposal} either electronically through ***NJSTART*** or via hard copy.

Hard copy quote {proposal} must be submitted to the physical location noted below:

PROPOSAL RECEIVING ROOM – 9TH FLOOR
PROCUREMENT BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230

Directions to the Division are available on the web at http://www.state.nj.us/treasury/purchase/directions.shtml.

QUOTES {PROPOSALS} NOT RECEIVED PRIOR TO THE QUOTE {PROPOSAL} OPENING DEADLINE SHALL BE REJECTED. THE DATE AND TIME OF THE QUOTE {PROPOSAL} OPENING ARE INDICATED ON THE BID SOLICITATION {RFP} COVER SHEET AND IN THE "SUMMARY" PAGE OF THE BID SOLICITATION IN *NJSTART*.

Note: A Vendor {Bidder} using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Procurement Bureau. A Vendor {Bidder} should make every effort to submit its quote {proposal} well ahead of the quote {proposal} submission deadline to mitigate unforeseen delays or issues. The Vendor {Bidder} is solely responsible for the timely submission of its quote {proposal} in response to this Bid Solicitation {RFP}.

Procedural inquiries concerning this Bid Solicitation {RFP} may be directed to RFP.procedures@treas.nj.gov.

The State will not respond to substantive questions related to the Bid Solicitation {RFP} or any other Blanket PO {Contract} via this e-mail address.

1.3.3 *NJSTART*

The Division is pleased to announce its new eProcurement solution **"NJSTART ."**

Vendor {Bidder} Support:

Vendors {Bidders} are strongly encouraged to visit the NJSTART Vendor Support Page, which contains Quick Reference Guides (QRGs), supporting videos, a glossary of ***NJSTART*** terms, and helpdesk contact information.

The Vendor {Bidder} should utilize the QRGs before attempting to submit its quote {proposal} using the ***NJSTART*** process. It is the Vendor's {Bidder's} responsibility to ensure that the ***NJSTART*** quote {proposal} and attachments have been properly submitted.

1.3.4 ELECTRONIC SIGNATURES

Vendors {Bidders} submitting quotes {proposals} through ***NJSTART*** may sign the forms listed in

Section 4.4.1 (Forms, Registrations and Certifications Required with Quote {Proposal}) and Section 4.4.2 (Forms, Registrations and Certifications Required Before Blanket PO {Contract} Award and That Should Be Submitted with the Quote {Proposal}) of this Bid Solicitation {RFP} 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 to ***NJSTART***.

PLEASE NOTE that this section DOES NOT APPLY to the OFFER AND ACCEPTANCE PAGE {SIGNATORY PAGE}. THAT document MUST BE PHYSICALLY SIGNED AND SUBMITTED WITH THE QUOTE {PROPOSAL} REGARDLESS OF SUBMISSION METHOD as detailed in section 4.4.1.1 of this bid solicitation {RFP}.

Vendors {Bidders} submitting quotes {proposals} in hard copy format, must provide forms with original, physical signatures, otherwise its quote {proposal} may be deemed non-responsive.

1.3.5 MANDATORY/OPTIONAL SITE VISIT

Not applicable to this procurement.

1.3.6 MANDATORY/OPTIONAL PRE-QUOTE {PROPOSAL} CONFERENCE

Not applicable to this procurement.

1.3.7 PRE-QUOTE {PROPOSAL} DOCUMENT REVIEW

The following are publicly available documents that a vendor {bidder} needs to review in order to prepare and submit accurate and comprehensive quotes {proposals}:

a. DSRIP - http://dsrip.nj.gov/;

b. Charity Care - http://www.state.nj.us/health/charitycare/; and

c. GME - http://www.state.nj.us/health/charitycare/gme/subsidies.shtml.

1.4 ADDITIONAL INFORMATION

1.4.1 BID AMENDMENTS {ADDENDA}: REVISIONS TO THIS BID SOLICITATION {RFP}

In the event that it becomes necessary to clarify or revise this Bid Solicitation {RFP}, such clarification or revision will be by bid amendment {addendum}. Any bid amendment {addendum} to this Bid Solicitation {RFP} will become part of this Bid Solicitation {RFP} and part of any Blanket PO {Contract} awarded as a result of this Bid Solicitation {RFP}.

There are no designated dates for release of bid amendments {addenda}. Those Vendors {Bidders} who are on the bid holder list either through commodity code registration in ***NJSTART*** or by acknowledging the bid in ***NJSTART*** should receive notification of any bid amendment(s) {addenda}. If a Vendor {Bidder} is not on the bid holder list to receive notifications related to a Bid Solicitation {RFP}, bid amendments {addenda} are still viewable on the "Summary" page of the Bid Solicitation in ***NJSTART***.

BID AMENDMENTS {ADDENDA} WILL BE ISSUED AS FILE ATTACHMENTS, AND ARE VIEWABLE ON THE "SUMMARY" PAGE OF THE BID SOLICITATION IN *NJSTART*.

Vendors {Bidders} may refer to the QRG “Submit a Quote” for additional instruction. QRGs are located on the NJSTART Vendor Support Page.

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all bid amendments {addenda} related to this procurement. An interested Vendor {Bidder} should check the ***NJSTART*** “Open Bids” Tab on a daily basis 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 {proposal} in response to this Bid Solicitation {RFP}. No special consideration will be given after quotes {proposals} are opened because of a Vendor’s {Bidder’s} failure to be knowledgeable as to all of the requirements of this Bid Solicitation {RFP}.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a vendor {bidder} in the preparation and submittal of a quote {proposal} in response to this Bid Solicitation {RFP}.

1.4.4 CONTENTS OF QUOTE {PROPOSAL}

Quotes {Proposals} 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 opening of sealed quotes {proposals}, including quotes {proposals} submitted through the ***NJSTART*** electronic process, all information submitted by a Vendor {Bidder} in response to a Bid Solicitation {RFP} is considered public information notwithstanding any disclaimers to the contrary submitted by a Vendor {Bidder}. Proprietary and confidential information may be exempted from public disclosure by OPRA and/or the common law. When the Bid Solicitation {RFP} contains a negotiation component, the quote {proposal} will not be subject to public disclosure until an intent to award a Blanket PO {Contract} is announced.

As part of its quote {proposal}, 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. The location in the quote {proposal} of any such designation should be clearly stated in a cover letter. The State 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 {proposal} will be redacted by the State. **The State will not honor any attempt by a Vendor {Bidder} to designate its entire quote {proposal} and/or prices as proprietary, confidential and/or to claim copyright protection for its entire quote {proposal}.** 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 the State 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}. The State assumes no such responsibility or liability.

By signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State Using Agencies and Cooperative Purchasing Program participants and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

1.4.5 ANNOUNCEMENT OF QUOTE {PROPOSAL} INFORMATION

On the date and time quotes {proposals} are due under the Bid Solicitation {RFP}, all information concerning the quotes {proposals} 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 {proposals} will be announced, and the contents of the quotes {proposals} shall not be available for inspection and copying until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION IN HARD COPY QUOTES {PROPOSALS}

Hard copy quote {proposal} prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a Blanket PO {Contract} award from being made to the Vendor {Bidder}.

1.4.7 QUOTE {PROPOSAL} ERRORS

In accordance with N.J.A.C. 17:12-2.11, "Quote {Proposal} errors," a Vendor {Bidder} may withdraw its quote {proposal} as described below.

1.4.7.1 QUOTE {PROPOSAL} WITHDRAWAL PRIOR TO QUOTE {PROPOSAL} OPENING

NJSTART: A Vendor {Bidder} may withdraw its quote {proposal} submission in ***NJSTART*** prior to the quote {proposal} opening; however, Vendors {Bidders} should note that while withdrawn ***NJSTART*** quotes {proposals} remain viewable by the Vendor {Bidder} on its Vendor Profile Homepage, they are removed from the Division's view and cannot be considered for Blanket PO {Contract} award. The Vendor {Bidder} may submit a revised quote {proposal} as long as the quote {proposal} is received prior to the announced date and time for quote {proposal} submission. Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instruction. QRGs are located on the NJSTART Vendor Support Page.

Hard Copy: A Vendor {Bidder} may request that its hard copy quote {proposal} be withdrawn prior to the quote {proposal} opening. Such request must be made, in writing, to the Supervisor of the Proposal Review Unit at the address provided in Section 1.4.7.2 below. The Vendor {Bidder} may submit a revised quote {proposal} as long as the quote {proposal} is received prior to the announced date and time for quote {proposal} submission and at the place specified.

1.4.7.2 QUOTE {PROPOSAL} WITHDRAWAL AFTER QUOTE {PROPOSAL} OPENING, BUT PRIOR TO BLANKET PO {CONTRACT} AWARD

***NJSTART* and Hard Copy**: If, after the quote {proposal} opening, but before Blanket PO {Contract} award, a Vendor {Bidder} discovers an error in its quote {proposal}, the Vendor {Bidder} may make a written request to the Supervisor of the Proposal Review Unit to withdraw its quote {proposal} from consideration for award. If the Vendor's {Bidder's} request to withdraw is made in good faith, and the State will not be significantly prejudiced by granting the withdrawal of the quote {proposal} beyond the loss of the benefit of the bargain to the State of the withdrawing Vendor's {Bidder's} offer, the request shall be granted. Evidence of the Vendor's {Bidder's} good faith in making this request can be demonstrated by one or more of the following factors: A mistake is so significant that to enforce the Blanket PO {Contract} resulting from the quote {proposal} would be unconscionable; that the mistake relates to a material feature or term of the Blanket PO {Contract}; and that the mistake occurred notwithstanding the Vendor's {Bidder's} exercise of reasonable care. After quote {proposal} opening, while pursuant to the provisions of this section a Vendor {Bidder} may request to withdraw its quote {proposal} and the Director may in her discretion allow said Vendor {Bidder} to withdraw it, the Division also may take notice of repeated or unusual requests to withdraw by a Vendor {Bidder} and take those prior requests to withdraw into consideration when evaluating the Vendor's {Bidder's} future quotes {proposals}.

All quote {proposal} withdrawal requests must include the Bid Solicitation {RFP} identification number and the final quote {proposal} submission date and be sent to the following address:

Department of the Treasury
Division of Purchase and Property
PO Box 039
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0039
Attention: Supervisor, Proposal Review Unit

If during a quote {proposal} evaluation process, an obvious pricing error made by a potential Blanket PO {Contract} awardee is found, the Director or her designee shall issue written notice to the Vendor {Bidder}. The Vendor {Bidder} will have up to five (5) business days after receipt of the notice to confirm its pricing. If the Vendor {Bidder} fails to respond, its quote {proposal} shall be considered withdrawn, and no further consideration shall be given to it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing, other than a disparity between the unit price and extended price and the Vendor's {Bidder's} intention is not readily discernible from other parts of the quote {proposal}, the Director may seek clarification from the Vendor {Bidder} to ascertain the true intent of the quote {proposal}. If the Vendor {Bidder} inadvertently completes the "Discount" field and the "Unit Cost" field, the Discounted Unit Cost will prevail.

1.4.8 JOINT VENTURE

If a joint venture is submitting a quote {proposal}, the agreement between the parties relating to such joint venture should be submitted with the joint venture's quote {proposal}. Authorized signatories from each party comprising the joint venture must sign the Offer and Acceptance Page {Signatory 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 Bid Solicitation {RFP}.

1.4.9 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, the State of New Jersey will invoke reciprocal action against an out-of-State Vendor {Bidder} whose state or locality maintains a preference practice for its Vendors {Bidders}. New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State may obtain additional information as it deems appropriate to supplement the stated survey information.

A Vendor {Bidder} may submit information related to preference practices enacted for a State or Local entity outside the State of New Jersey. This information may be submitted in writing as part of the quote {proposal} 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 {proposal} or submit it to the Director within five (5) business days after the deadline for quote {proposal} submission. Written evidence for a specific procurement that is not provided to the Director within five (5) business days of the public quote {proposal} submission date may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

1.4.10 QUOTE {PROPOSAL} 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 {proposal} and N.J.A.C. 17:12-2.2 which defines causes for quote {proposal} rejection, apply to all quotes {proposals}. In addition, pursuant to N.J.S.A. 52:34-12, the Director retains the right to reject all quotes {proposals} if it is in the public interest.

2.0 DEFINITIONS

2.1 CROSSWALK

NJSTART **Term**	**Equivalent Existing New Jersey Term**
Bid/Bid Solicitation	RFP/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket PO)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

2.1.1 GENERAL DEFINITIONS

The following definitions will be part of any Blanket PO {Contract} awarded or order placed as result of this Bid Solicitation {RFP}.

Definitions are listed by new ***NJSTART*** terminology; {existing terminology} appears in braces.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Best and Final Offer or BAFO – a pricing timely submitted by a Vendor {Bidder} upon invitation by the Division after quote {proposal} opening, with or without prior discussion or negotiation.

Bid or Bid Solicitation {RFP or Solicitation} – This series of documents, which establish the bidding and Blanket PO {Contract} requirements and solicits quotes {proposals} to meet the needs of the Using Agencies as identified herein, and includes the Request for Proposal, State of NJ Standard Terms and Conditions (SSTC), price schedule, attachments, and bid amendments {addenda}.

Bid Amendment {Addendum} – Written clarification or revision to this Bid Solicitation {RFP} issued by the Division of Purchase and Property. Bid Amendments {Addenda}, if any, will be issued prior to quote {proposal} 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 {Contract Amendment} – An alteration or modification of the terms of a Blanket PO {Contract} between the State and the Vendor(s) {Contractor(s)}. A Change Order {Contract Amendment} is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

Cooperative Purchasing Program – The Division's intrastate program that provides procurement-related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Blanket POs {Contracts} issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 *et seq*.

Days After Receipt of Order (ARO) - means the number of calendar days 'After Receipt of Order' in which the Using Agency will receive the ordered materials and/or services.

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

Discount - Means the standard discount applied by the Vendor {Bidder} to all items.
Discounted Unit Cost – Means "Unit Cost" field multiplied by (100 percent minus the "Discount" field percentage).

Division – The Division of Purchase and Property.

Evaluation Committee – A committee established or Division staff member assigned by the Director to review and evaluate quotes {proposals} submitted in response to this Bid Solicitation {RFP} and recommend a Blanket PO {Contract} award to the Director.

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.

Freight - Means Freight on Board (FOB) Destination.

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

Master Blanket Purchase Order ("Blanket PO") {Contract} – The Blanket PO {Contract} consists of the State of NJ Standard Terms and Conditions (SSTC), the Bid Solicitation {RFP}, the responsive quote {proposal} submitted by a responsible Vendor {Bidder} as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment {Addenda} or other supporting documents, or post-award documents including Change Orders {Contract Amendments} agreed to by the State and the Vendor {Contractor}, in writing.

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

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.

Procurement Bureau - The Division unit responsible for the preparation, advertisement, and issuance of Bid Solicitations {RFPs}, for the tabulation of quotes {proposals} and for recommending award(s) of Blanket PO(s) {Contract(s)} to the Director and the Deputy Director.

Project – The undertakings or services that are the subject of this Bid Solicitation {RFP}.

QRGs – Quick Reference Guides.

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

Retainage - The amount withheld from the Vendor {Contractor} payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Vendor {Contractor}.

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

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a quote {proposal} as non-responsive.

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

Small Business – Pursuant to N.J.A.C. 17:13-1.2, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the three following categories: (A) 0 to $500,000 (Category I); (B) $500,001 to $5,000,000 (Category II); and (C) $5,000,001 to $12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

State – State of New Jersey.

State Contract Manager or SCM – The individual, as set forth in Section 8.0, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order {Contract Amendment}.

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 Blanket PO {Contract}, while retaining full responsibility for the performance of all [the Vendor's {Contractor's}] obligations under the Blanket PO {Contract}, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Vendor {Contractor}.

Task – A discrete unit of work to be performed.

Unit Cost – 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 Blanket PO {Contract}) procured by the Division. This Blanket PO {Contract} may be used by the Using Agencies or quasi-governmental agencies specifically identified in the Bid Solicitation {RFP}. In addition, with the approval of the Director of the Division of Purchase and Property and the agreement of the Vendor {Contractor}, the Blanket PO {Contract} may be used by any Using Agency or quasi-governmental agency.

Vendor {Bidder} – An entity offering a quote {proposal} in response to the Division's Bid Solicitation {RFP}.

Vendor {Contractor} – The Vendor {Bidder} awarded a Blanket PO {Contract} resulting from this Bid Solicitation {RFP}.

2.2 BLANKET PO {CONTRACT}-SPECIFIC DEFINITIONS/ACRONYMS

Affordable Care Act (ACA) - Enacted to increase the quality and affordability of health insurance, lower the uninsured rate by expanding public and private insurance coverage, and reduce the costs of healthcare for individuals and the government. (Patient Protection and Affordable Care Act, 124 Stat. 119, 111 P.L. 148 (2010).

Apollo Report – Certain hospital financial reports provided by hospitals that include hospital utilization and financial information used by the DOH to determine if hospitals are experiencing financial distress.

B-2 Occupancy – Utilization data provided as part of the Apollo Report.

Centers for Medicare and Medicaid Services (CMS) - The federal agency which administers Medicare, Medicaid, and the State's Children's Health Insurance Program.

Certificate of Need Applications (CNAs) - A legal document required before proposed acquisitions, expansions, or creations of facilities are allowed.

Children's Health Insurance Plan (CHIP) - Provides health coverage for children.

DHS – New Jersey Department of Human Services.

Disproportionate Share Hospital (DSH) - A special reimbursement program which is aimed at making up the short fall for hospitals when care is provided to a patient who has little or no funds to cover the costs of care.

DOH - New Jersey Department of Health.

Delivery System Reform Incentive Payment (DSRIP) program - One component of the New Jersey's Comprehensive Medicaid Waiver as approved by CMS.

Graduate Medical Education program (GME) - Supports the hospital industry in their efforts to train interns and residents by providing a subsidy payment intended to account for the Medicaid Managed Care costs of Graduate Medical Education programs.

Health Care Facilities Financing Authority (HCFFA) - Primary issuer of municipal bonds for New Jersey's health care organizations; also acts as a liaison with other state and federal agencies and facilitates the flow of vital information among state health policy makers, investors, providers as well as the rating agencies, bond insurance firms and letter of credit banks.

Measure Stewards - Organizations that develop, revise, update, and maintain measure specifications that represent quality standards.

Medicaid Management Information System (MMIS) - The mechanized claims processing and information retrieval system for Medicaid.

State Plan Amendment (SPA) - Proposed change to Medicaid's State Plan with CMS and how the State intends to administer its Medicaid program.

Section § 1115(a) Comprehensive Waiver Special Terms and Conditions (STCs) - The parties to this agreement are the State of New Jersey and CMS.

Universal Performance Pool (UPP) - A pool of DSRIP funds in which all participating hospitals will be eligible to receive.

3.0 SCOPE OF WORK

The Vendor {Contractor} shall be available to Department of Health (DOH) including regular availability by phone for one-on-one discussions and conference calls. Off-site availability is acceptable, except the Vendor {Contractor} shall work on-site a minimum of once per month, with additional on-site work during the first quarter of each calendar year. Occasionally the Vendor {Contractor} shall attend meetings at the offices of DOH, which may be required no more than twice per month.

The Vendor {Contractor} shall be available to Department of Health (DOH) including regular availability by phone for one-on-one discussions and conference calls. Off-site availability is acceptable, except the Vendor {Contractor} shall work on-site a minimum of once per month, with additional on-site work during the first quarter of each calendar year. Occasionally the Vendor {Contractor} shall attend meetings at the offices of DOH, which may be required no more than twice per month.

3.1 CONSULTING SERVICES

The Vendor {Contractor} shall complete the following tasks for DOH during the specified contract term at the direction of the State Contract Manager (SCM):

A. Task Number 1- Analyze, Report, and Present to DOH using Microsoft Office Suite for the following programs:

1. DSRIP;
2. Early Warning System;
3. GME Program; and
4. Charity Care; and

B. Task Number 2- Review Certificate of Need Applications (CNAs) and other Planning Decisions in the following areas:

1. Policy;
2. Capacity;
3. Consolidation; and
4. Changes in ownership of health care facilities; and

C. Task Number 3- Evaluate and report financial conditions of hospitals and healthcare organizations including, but not limited, to the following:

1. Monthly DOH Early Warning System Reporting;
2. Quarterly Apollo and B-2 Occupancy Reporting; and
3. Annual Cost Report and Audited Financial Statement; and

D. Task Number 4- Write and provide technical support, which will be reviewed and approved by the SCM, for the following:

1. DOH's STCs for the "Comprehensive Waiver" and subsequent quarterly reporting to CMS;
2. State Plan Amendments (SPAs) describing how the State administers its Medicaid program with regards to DOH programs of DSRIP, GME, and Charity Care to include on the website; http://www.state.nj.us/humanservices/providers/grants/public/index.html;

3. Modeling subsidy payments for all hospital funding pools (DSRIP, GME, and Charity Care);
4. Monthly payment reports for DSRIP and GME;
5. Disproportionate Share Hospital (DSH) reporting;
6. DOH's budget reporting;
7. Affordable Care Act (ACA) reporting, as it impacts the health care industry and DOH;
8. Where no conflict of interest exists, support procurement activities for DOH's subsidy programs; and
9. Other health care issues that impact DOH's programs; and

E. Task Number 5- Participate in conference calls and meetings as directed by the SCM with:

   a. Health Care Facilities Financing Authority (HCFFA);
   b. DOH;
   c. DHS;
   d. Department of the Treasury;
   e. Health Care Organizations; and
   f. Other government agencies; and

F. Task Number 6- Participate in DSRIP calls with CMS; and

G. Task Number 7- Work with Measure Stewards in monitoring and updating Medicaid Management Information System (MMIS) measures for DSRIP.

3.2 MAINTENANCE OF STAFFING REQUIREMENTS

At a minimum, the Vendor {Contractor} shall maintain the following staffing requirements, as demonstrated via resume in section 4.4.4.3, and:

A. Maintain knowledge of applicable state and federal laws, rules and regulations applicable to health care planning; New Jersey experience is preferred;

B. Maintain knowledge of issues and policies affecting the financial performance of hospitals and other health care organizations with experience in writing and negotiating SPAs, STCs and state budget language; New Jersey experience is preferred; and

Substitution of the Vendor's {Contractor's} "Consultant" is not permitted without prior approval from the SCM and the Director. Subcontracting is not permitted under this contract.

3.3 TRAVEL REIMBURSEMENT AND OTHER EXPENSES

The State will not reimburse the Vendor {Contractor} for any travel expenses or other expenses that were not included in its proposed firm fixed price, all-inclusive hourly rate to complete tasks detailed.

4.0 QUOTE {PROPOSAL} PREPARATION AND SUBMISSION

4.1 GENERAL

Quotes {proposals} including Vendor {Bidder} proposed terms and conditions may be accepted, but Vendor {Bidder} proposed terms or conditions that conflict with those contained in the Bid Solicitation {RFP} as defined in Section 2.1.1 of this Bid Solicitation {RFP}, or that diminish the State's rights under any Blanket PO {Contract} resulting from the Bid Solicitation {RFP}, will be considered null and void. The State is not responsible for identifying conflicting Vendor {Bidder} proposed terms and conditions before issuing a Blanket PO {Contract} award. It is incumbent upon the Vendor {Bidder} to identify and remove its conflicting proposed terms and conditions prior to quote {proposal} submission. In the event that a Vendor {Bidder} intends to propose terms and conditions contrary to the Bid Solicitation {RFP}, these Vendor {Bidder} proposed terms and conditions shall only be considered if submitted pursuant to the procedure set forth in Section 1.3.1 of this Bid Solicitation {RFP}. Vendors {Bidders} shall not submit exceptions on the "Terms and Conditions" Tab through ***NJSTART***. Under no circumstance is the State required to accept a Vendor's {Bidder's} exception to the Bid Solicitation {RFP}.

In the event that prior to Notice of Intent to Award, the Division notifies the Vendor {Bidder} of any such conflicting Vendor {Bidder} proposed term or condition and the conflict it poses, the Division may require the Vendor {Bidder} to either withdraw it or withdraw its quote {proposal}.

After award of Blanket PO {Contract}:

a. if conflict arises between a Vendor {Bidder} proposed term or condition included in the quote {proposal} and a term or condition of the Bid Solicitation {RFP}, the term or condition of the Bid Solicitation {RFP} will prevail; and

b. if the result of the application of a Vendor {Bidder} proposed term or condition included in the quote {proposal} would diminish the State's rights, the Vendor {Bidder} proposed term or condition will be considered null and void.

The Vendor {Bidder} is advised to thoroughly read and follow all instructions contained in this Bid Solicitation {RFP}, including the instructions on the Bid Solicitation's (RFP's) Offer and Acceptance Page {Signatory Page} and through all Quick Reference Guides (QRGs) located on the NJSTART Vendor Support Page, in preparing and submitting its quote {proposal}.

Use of URLs in a quote {proposal} should be kept to a minimum and may not be used to satisfy any material term of a Bid Solicitation {RFP}. If a preprinted or other document included as part of the quote {proposal} contains a URL, a printed (or if a quote {proposal} is submitted electronically, electronic) copy of the URL page shall be provided and will be considered as part of the quote {proposal}. Additional URLs on the copy of the URL page shall not be considered as part of the quote {proposal} unless a copy of those URL pages are also provided.

The forms discussed herein and required for submission of a quote {proposal} in response to this Bid Solicitation {RFP} are available on the Division's website (http://www.state.nj.us/treasury/purchase/forms.shtml) unless noted otherwise.

4.2 QUOTE {PROPOSAL} DELIVERY AND IDENTIFICATION

A quote {proposal} must arrive at the Division in accordance with this Bid Solicitation's {RFP's} instructions within the time frames noted on the Bid Solicitation {RFP} cover sheet and on the "Summary" page of the Bid Solicitation in ***NJSTART***. Vendors {Bidders} submitting electronic quotes {proposals} via ***NJSTART*** are cautioned to allow adequate time to ensure timely uploads of all quote {proposal} documents to mitigate unforeseen delays or issues. Vendors {Bidders} submitting hard copy quotes {proposals} are cautioned to allow adequate delivery time to ensure timely delivery of quotes {proposals}. **State regulation mandates that late quotes {proposals}, regardless of submission method, are ineligible for consideration**. **THE EXTERIOR OF ALL QUOTE {PROPOSAL} PACKAGES ARE TO BE LABELED WITH THE BID SOLICITATION {RFP} IDENTIFICATION NUMBER AND THE FINAL QUOTE {PROPOSAL} SUBMISSION DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NJSTART ELECTRONIC SUBMISSION VS. HARD COPY SUBMISSION INSTRUCTION

4.3.1 NJSTART SUBMISSION OF QUOTE {PROPOSAL}

If the Vendor {Bidder} is submitting a ***NJSTART*** quote {proposal}, hard copy submission is not required. See Section 4.3.2 for number of complete and exact copies. Vendors {Bidders} may refer to the QRGs "Vendor Registration" and "Submit a Quote" for additional instructions detailing how to enroll in ***NJSTART*** and submit a ***NJSTART*** electronic quote {proposal}. QRGs are located on the NJSTART Vendor Support Page. If the Vendor {Bidder} submits both a ***NJSTART*** and a hard copy of the Vendor's {Bidder's} quote {proposal}, the ***NJSTART*** quote {proposal} will prevail in the event of a discrepancy between the electronic and paper versions.

When submitting a ***NJSTART*** quote {proposal}, do not use any symbols (i.e., #, @, $, &, *) in the filename. In addition, the Vendor {Bidder} should name each uploaded electronic file and folder as follows:

Vendor {Bidder} name, Volume #, Bid Solicitation {RFP} number.

If the Vendor {Bidder} submits a quote {proposal} electronically through ***NJSTART***, the Vendor {Bidder} should select the "Confidential" option in ***NJSTART*** for attachments on the "Attachments" Tab to request that the documents not be displayed publicly through ***NJSTART***.

Note: Marking an attachment as "Confidential" in ***NJSTART*** shall not constitute the Vendor's {Bidder's} designation of the attachment as exempt from public disclosure under OPRA and/or the common law as outlined in Section 1.4.4.

4.3.2 HARD COPY SUBMISSION

If the Vendor {Bidder} is submitting a hard copy quote {proposal}, theVendor {Bidder} must submit the following:

- **One (1) complete quote {proposal}, comprising all volumes and including original, physical signature**, clearly marked as the "ORIGINAL" quote {proposal}.
- **One (1) complete and exact copy**, unbound, clearly marked "copy".
- **One (1) complete and exact ELECTRONIC copy** of the original quote {proposal} in PDF file format on disc (CD or DVD) to be viewable and "**read only**" by State evaluators using Adobe Acrobat Reader software. **THE PRICE SCHEDULE (VOLUME 3) SHALL NOT BE INCLUDED ON THIS DISC.**
- **One (1) complete and exact ELECTRONIC copy** of the original price schedule (Volume 3) in a "read only" PDF file format on disc (CD or DVD) for redaction.

- **One (1) complete and exact ELECTRONIC copy** of the original quote {proposal} in an editable and "**writable**" PDF file format on disc (CD or DVD) for redaction. **THE PRICE SCHEDULE (VOLUME 3) SHALL BE INCLUDED ON A SEPARATE DISC AS DESCRIBED ABOVE.**

Copies are necessary in the evaluation of the quote {proposal} and for record retention purposes. A Vendor {Bidder} failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. The Vendor {Bidder} should make and retain a copy of its quote {proposal}.

4.4 QUOTE {PROPOSAL} CONTENT

The quote {proposal} should be submitted in three (3) volumes with the content of each volume as indicated below.

Volume 1
Section 1 - Forms (Sections 4.4.1 and 4.4.2)

Note: In general, Volume 1 applies to hard copy submissions; however, there may be instances where bid specific forms are required through ***NJSTART*** electronic submission as well.

Volume 2
Section 2 - Technical Quote {Proposal} (Section 4.4.3)
Section 3 - Organizational Support and Experience (Section 4.4.4)
Section 3A - Any other miscellaneous documents to be included by the Vendor {Bidder}

Volume 3
Section 4 – Price Schedule (Section 4.4.5)

Note: Vendors {Bidders} submitting quotes {proposals} through ***NJSTART*** must complete its Price Schedule (Volume 3) as an attachment using the State-supplied price sheet/schedule(s) accompanying this Bid Solicitation {RFP} and located on the “Attachments” Tab (See Sections 4.4.1.6 and 4.4.5 of this Bid Solicitation {RFP}). The Vendor {Bidder} must enter a Unit Cost of $1.00 for each price line item on the “Items” Tab in ***NJSTART***. The Vendor {Bidder} is instructed to do so only as a mechanism to comply with Bid Solicitation {RFP} Section 6.8 and prevent all pricing from being publicly displayed in ***NJSTART***. In the event that a Vendor {Bidder} using ***NJSTART*** to submit a quote {proposal} uploads a price sheet/schedule attachment and completes the Items Tab in ***NJSTART*** (instead of entering a Unit Cost of $1.00 as instructed), the price sheet/schedule attachment will govern.

4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE {PROPOSAL}

Vendors {Bidders} may refer to the QRGs “Vendor Forms” and “Attaching Files” for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} 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} submitting forms through hard copy must complete the full version of the form and may refer to instructions included within the forms on the Division’s website.

Vendors {Bidders} are under a continuing obligation to report updates to the information contained in its required forms whether submitting through ***NJSTART*** or as a hard copy.

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.3.4 of this Bid Solicitation {RFP}.

4.4.1.1 OFFER AND ACCEPTANCE PAGE

The Vendor {Bidder} shall complete, including signature of an authorized representative of the Vendor {Bidder}, and submit the Offer and Acceptance Page {Signatory Page} accompanying this Bid Solicitation {RFP} (whether submitted through ***NJSTART*** or as a hard copy). If the Vendor {Bidder} is a limited partnership, the Offer and Acceptance Page {Signatory Page} must be signed by a general partner. All information requested must be submitted. If the Vendor {Bidder} is a joint venture, the Offer and Acceptance Page {Signatory Page} must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the quote {proposal}.

4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION

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 Bid Solicitation {RFP} Offer and Acceptance Page {Signatory 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 Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page} AND must include, as part of its quote {proposal}, a statement indicating its refusal to comply with the provisions of this Act.

4.4.1.1.2 NO SUBCONTRACTOR CERTIFICATION

Not applicable to this procurement.

4.4.1.1.3 NON-COLLUSION

By submitting a quote {proposal} and signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} certifies as follows:

a. The price(s) and amount of its quote {proposal} 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 {proposal}, and neither the approximate price(s) nor approximate amount of this quote {proposal}, 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 {proposal} submission;

c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Blanket PO {Contract}, or to submit a quote {proposal} higher than this quote {proposal}, or to submit any intentionally high or noncompetitive quote {proposal} or other form of complementary quote {proposal};

d. The quote {proposal} 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 {proposal}; and

e. The Vendor {Bidder}, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency 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 public contract.

4.4.1.1.4 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 the State. The guide provides further information about compliance with Section 2.7 of the SSTC. The guide can be found at:
http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

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

4.4.1.2 NJ STANDARD BID SOLICITATION {RFP} FORMS REQUIRED WITH THE QUOTE {PROPOSAL}

VENDOR'S {BIDDER'S} FAILURE TO COMPLETE, SIGN AND SUBMIT THE FORMS IN SECTION 4.4.1.2 SHALL BE CAUSE TO REJECT ITS QUOTE {PROPOSAL} AS NON-RESPONSIVE.

4.4.1.2.1 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the Vendor {Bidder} is a corporation, partnership or sole proprietorship, 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 {proposal}. A Vendor's {Bidder's} failure to submit the completed and signed form with its quote {proposal} will result in the rejection of the quote {proposal} as non-responsive and preclude the award of a Blanket PO {Contract} 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 {proposal} 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 {proposal}.

Vendors {Bidders} using ***NJSTART*** to submit a quote {proposal} shall make the appropriate certification on the "Maintain Terms and Categories" Tab within its profile by checking the box applicable to its firm's situation and completing the shortened ***NJSTART*** form if necessary. Vendors {Bidders} not using ***NJSTART*** to submit a quote {proposal} must complete the full version of the form located on the Division's website. The full version of the form is also available in NJSTART (www.njstart.gov).

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} 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.]()

4.4.1.2.2 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 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 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 {proposal} will result in the rejection of the quote {proposal} as non-responsive and preclude the award of a Blanket PO {Contract} to said Vendor {Bidder}.

Vendors {Bidders} using ***NJSTART*** to submit a quote {proposal} shall make the appropriate certification on the "Maintain Terms and Categories" Tab within its profile by checking the box applicable to its firm's situation and completing the shortened ***NJSTART*** form if necessary. Vendors {Bidders} not using ***NJSTART*** to submit a quote {proposal} must complete the full version of the form located on the Division's website. The full version of the form is also available in NJSTART.

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

4.4.1.3 SUBCONTRACTOR UTILIZATION PLAN

Not applicable to this procurement.

4.4.1.4 SMALL BUSINESS REGISTRATION FOR SET-ASIDE BLANKET PO {CONTRACTS}

Not applicable to this procurement.

4.4.1.4.1 SMALL BUSINESS SET-ASIDE BLANKET PO {CONTRACTS}

Not applicable to this procurement.

4.4.1.4.2 SMALL BUSINESS SUBCONTRACTING SET-ASIDE BLANKET PO {CONTRACTS}

Not applicable to this procurement.

4.4.1.5 BID SECURITY

Not applicable to this procurement.

4.4.1.6 PRICING

The Vendor {Bidder} must submit its pricing using the State-supplied price sheet/schedule(s) accompanying this Bid Solicitation {RFP} and located on the “Attachments” Tab and supply any additional pricing information as directed in RFP Section 4.4.5.

Vendors {Bidders} may refer to the QRG “Submit a Quote” for instructions detailing how to submit a ***NJSTART*** electronic quote {proposal}. QRGs are located on the NJSTART Vendor Support Page.

4.4.2 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED BEFORE BLANKET PO {CONTRACT} AWARD AND THAT SHOULD BE SUBMITTED WITH THE QUOTE {PROPOSAL}

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.3.4 of this Bid Solicitation {RFP}.

4.4.2.1 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 Blanket PO {Contract}. To facilitate the quote {proposal} evaluation and Blanket PO {Contract} award process, the Vendor {Bidder} should submit a copy of its valid BRC and those of any named Subcontractors with its quote {proposal}. 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 {proposal} opening, or whose BRC was revoked prior to the submission of the quote {proposal}, 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/busregcert.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 {proposal} 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 Blanket PO {Contract} award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A Vendor {Bidder} receiving a Blanket PO {Contract} 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 Blanket PO {Contract}, inclusive of any Blanket PO {Contract} extensions.

4.4.2.2 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Vendor {Bidder} should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its quote {proposal}, 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 {proposal}, the Vendor {Bidder} must comply within seven (7) business days of the State's request or the State may deem the quote {proposal} non-responsive.

Vendors {Bidders} using ***NJSTART*** to submit a quote {proposal} shall make the appropriate certification on the "Maintain Terms and Categories" Tab within its profile by checking the box applicable to its firm's situation and completing the shortened ***NJSTART*** form if necessary. Vendors {Bidders} not using ***NJSTART*** to submit a quote {proposal} must complete the full version of the form located on the Division's website. The full version of the form is also available in NJSTART.

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

4.4.2.3 SOURCE DISCLOSURE

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of Blanket PO {Contract}, the Vendor {Bidder} is required to submit a completed Source Disclosure Form. The Vendor's {Bidder's} inclusion of the completed Source Disclosure Form with the quote {proposal} is requested and advised. See Bid Solicitation {RFP} Section 7.1.2 for additional information concerning this requirement.

The Source Disclosure Form is located on the Division's website. The form is also available in NJSTART. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

4.4.3 TECHNICAL QUOTE {PROPOSAL}

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 Bid Solicitation {RFP} and its ability to successfully complete the Blanket PO {Contract}. 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 {proposal}.

If submitting via ***NJSTART***, the Vendor {Bidder} shall upload, at a minimum, its technical quote {proposal} response for Section 4.4.3 (Technical Quote {Proposal}) and Section 4.4.4 (Organizational Support and Experience) and attach to its quote {proposal} submission. Failure to do so may result in your quote {proposal} being deemed non-responsive.

Vendors {Bidders} may refer to the QRG "Submit a Quote" for instructions detailing how to submit a ***NJSTART*** electronic quote {proposal}. QRGs are located on the NJSTART Vendor Support Page.

4.4.3.1 MANAGEMENT OVERVIEW

The Vendor {Bidder} shall set forth its overall technical approach and plans to meet the requirements of the Bid Solicitation {RFP} in a narrative format. This narrative shall demonstrate to the State that the Vendor {Bidder} understands the objectives that the Blanket PO {Contract} is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the Blanket PO {Contract}. This narrative shall demonstrate to the State that the Vendor's {Bidder's} general approach and plans to undertake and complete the Blanket PO {Contract} are appropriate to the tasks and subtasks involved.

Mere reiterations of Bid Solicitation {RFP} tasks and subtasks are strongly discouraged, as they do not provide insight into the Vendor's {Bidder's} ability to complete the Blanket PO {Contract}. The Vendor's {Bidder's} response to this section shall be designed to demonstrate to the State 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 {proposal} will lead to successful Blanket PO {Contract} completion.

4.4.3.2 BLANKET PO {CONTRACT} MANAGEMENT

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

4.4.3.3 BLANKET PO {CONTRACT} SCHEDULE AND PLANS

Not applicable to this procurement.

4.4.3.4 POTENTIAL PROBLEMS

The Vendor {Bidder} should set forth a summary of any and all problems that the Vendor {Bidder} anticipates during the term of the Blanket PO {Contract}. For each problem identified, the Vendor {Bidder} should provide its proposed solution.

4.4.4 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 Bid Solicitation {RFP}.

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 {proposal}.

4.4.4.1 LOCATION

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

4.4.4.2 ORGANIZATION CHARTS

a. **Blanket PO {Contract} -Specific Chart**. The Vendor {Bidder} should include a Blanket PO {Contract} organization chart, with names showing management, supervisory and other key personnel (including Subcontractor management, supervisory, or other key personnel) to be assigned to the Blanket PO {Contract}. The chart should include the labor category and title of each such individual; and

b. **Chart for Entire Firm**. The Vendor {Bidder} should include an organization chart showing the Vendor's {Bidder's} entire organizational structure. This chart should show the relationship of the individuals assigned to the Blanket PO {Contract} to the Vendor's {Bidder's} overall organizational structure.

4.4.4.3 RESUMES

Detailed resumes should be submitted for the "Consultant" assigned to the Blanket PO {Contract} as detailed in Section 3.2. Resumes should emphasize relevant qualifications and experience in successfully completing Blanket POs {Contracts} of a similar size and scope to those required by this Bid Solicitation {RFP}. Resumes should include the following:

a. The individual's previous experience in completing each similar Blanket PO {Contract};

b. Beginning and ending dates for each similar Blanket PO {Contract};

c. A description of the Blanket PO {Contract} demonstrating how the individual's work on the completed Blanket PO {Contract} relates to the individual's ability to contribute to successfully providing the services required by this Bid Solicitation {RFP};

d. With respect to each similar Blanket PO {Contract}, the name and address of each reference together with a person to contact for a reference check and a telephone number;

e. Demonstrated experience in financial management at hospitals and other health care organizations;

f. Demonstrated knowledge in working with health care data sources such as MMIS data;

g. Demonstrated knowledge of applicable state and federal laws, rules and regulations applicable to health care planning; New Jersey experience is preferred;

h. Demonstrated knowledge of issues and policies affecting the financial performance of hospitals and other health care organizations with experience in writing and negotiating SPAs, STCs and state budget language; New Jersey experience is preferred; and

i. Demonstrated leadership experience in a health care organization; New Jersey experience is preferred.

When a Vendor {Bidder} submits resumes pursuant to this paragraph, the Vendor {Bidder} shall redact the social security numbers, home addresses, personal telephone numbers, and any other personally identifying information other than the individual's name from the resume.

Substitution of the Vendor's {Contractor's} "Consultant" is not permitted without prior approval from the SCM.

4.4.4.4 BACKUP STAFF

The Vendor {Bidder} should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the Vendor {Bidder} must hire management, supervisory and/or key personnel if awarded the Blanket PO {Contract}, the Vendor {Bidder} should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the Blanket PO {Contract} term.

4.4.4.5 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The Vendor {Bidder} should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Vendor's {Bidder's} ability to successfully complete services similar to those required by this Bid Solicitation {RFP}. Emphasis should be placed on contracts that are similar in size and scope to the work required by this Bid Solicitation {RFP}. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this Bid Solicitation {RFP}. For each such contract, the Vendor {Bidder} should provide two (2) names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

The Vendor {Bidder} should provide documented experience to demonstrate that each Subcontractor has successfully performed work on contracts of a similar size and scope to the work that the Subcontractor is designated to perform in the Vendor's {Bidder's} quote {proposal}. The Vendor {Bidder} must provide a detailed description of services to be provided by each subcontractor.

4.4.4.6 FINANCIAL CAPABILITY OF THE VENDOR {BIDDER}

In order to provide the State with the ability to judge the Vendor's {Bidder's} financial capacity and capabilities to undertake and successfully complete the Blanket PO {Contract}, the Vendor {Bidder} should submit opined certified financial statements in accordance with applicable standards by a Certified Public Accountant which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Vendor's {Bidder's} most recent fiscal year. If certified financial statements are not available, the Vendor {Bidder} should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations, and cash flows of the Vendor {Bidder} as of, and for, the periods presented in the statements. In addition, the Vendor {Bidder} should submit a bank reference.

If the information is not supplied with the quote {proposal}, the State may still require the Vendor {Bidder} to submit it. If the Vendor {Bidder} fails to comply with the request within seven (7) business days, the State may deem the quote {proposal} non-responsive.

A Vendor {Bidder} may designate specific financial information as not subject to disclosure when the Vendor {Bidder} has a good faith legal/factual basis for such assertion. A Vendor {Bidder} may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the quote {proposal}.

The State reserves the right to make the determination to accept the assertion and shall so advise the Vendor {Bidder}.

4.4.5 PRICE SCHEDULE/SHEET

The Vendor {Bidder} must submit its pricing using the State-supplied price sheet/schedule(s) accompanying this Bid Solicitation {RFP} and located on the "Attachments" Tab.

Vendors {Bidders} may refer to the QRG "Submit a Quote" for instructions detailing how to submit a ***NJSTART*** electronic quote {proposal}. QRGs are located on the NJSTART Vendor Support Page.

4.4.5.1 NJSTART PRICING SUBMISSION INSTRUCTIONS

If the Vendor {Bidder} is submitting a ***NJSTART*** quote {proposal}, the Vendor {Bidder} must enter a Unit Cost of $1.00 for each price line item on the "Items" Tab in ***NJSTART***. The Vendor {Bidder} is instructed to do so only as a mechanism to comply with Bid Solicitation {RFP} Section 6.8 and prevent all pricing from being publicly displayed in ***NJSTART***.

4.4.5.2 PRICE SHEET/SCHEDULE ATTACHMENT INSTRUCTIONS

Vendors {Bidders} must provide a price for the one (1) year contract and each extension period option.

Refer to Bid Solicitation {RFP} Section 2.1 for the definitions of "Firm Fixed Price" and "All-Inclusive Hourly Rate". Estimated hours included below for purposes of bidding. There are no guaranteed minimum or maximum numbers.

Task	Description	Estimated Number of Hours Annually Per Task**
01.	Analyze, Report, and Present to DOH using Microsoft Office Suite	280 Hours
02.	Review CNAs and other Planning Decisions	10 Hours
03.	Evaluate and report financial conditions of hospitals and healthcare organizations	20 Hours
04.	Write and provide technical support	800 Hours
05.	Participate in conference calls and meetings	160 Hours
06.	Participate in DSRIP calls with CMS	60 Hours
07.	Work with Measure Stewards in monitoring and updating MMIS for DSRIP	200 Hours

Vendors {Bidders} must complete the Unit Cost field as instructed. Vendors {Bidders} shall not enter a price in the Tax Rate or Freight fields on the State-supplied price sheet/schedule(s) attachment accompanying this Bid Solicitation {RFP}. If the Vendor {Bidder} completes the Tax Rate or Freight fields, any entry will be deemed null and void. Failure to submit all information required may result in the quote {proposal} being considered non-responsive. Each Vendor {Bidder} is required to hold its prices firm through issuance of Blanket PO {Contract}. If the Vendor {Bidder} completes the “Discount” field and the “Unit Cost” field, the Discounted Unit Cost will prevail.

In the event that a Vendor {Bidder} using ***NJSTART*** to submit a quote {proposal} uploads a price sheet/schedule attachment and completes the “Items” Tab in ***NJSTART*** (instead of entering a Unit Cost of $1.00 as instructed), the price sheet/schedule attachment will govern.

4.4.5.3 USE OF “NO BID” VERSUS “NO CHARGE” ON THE PRICE SHEET/SCHEDULE

If the Vendor {Bidder} is not submitting a price quote for an item on a price line, the Vendor {Bidder} must indicate “No Bid” on the State-supplied price sheet/schedule(s) attachment accompanying this Bid Solicitation {RFP}. If the Vendor {Bidder} will supply an item on a price line free of charge, the Vendor {Bidder} must indicate “No Charge” on the State-supplied price sheet/schedule(s) attachment accompanying this Bid Solicitation {RFP}. The use of any other identifier may result in the Vendor’s {Bidder’s} quote {proposal} being deemed non-responsive.

4.4.5.4 DELIVERY TIME AND COSTS

Unless otherwise noted elsewhere in the Bid Solicitation {RFP}, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in proposals {quotes} shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). Proposals {Quotes} submitted other than 30 calendar days ARO/F.O.B. may be deemed non-responsive. The Vendor {Contractor} shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. 30 calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified.

No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Vendor’s {Contractor’s} convenience when a single shipment is ordered.

The weights and measures of the State's Using Agency receiving the shipment shall govern.

4.4.5.5 COLLECT ON DELIVERY (C.O.D.) TERMS

C.O.D. terms are not acceptable as part of a quote {proposal} and shall be deemed non-responsive.

4.4.5.6 CASH DISCOUNTS

The Vendor {Bidder} is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the price rankings of proposals {quotes}.

a. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest.

b. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

This Blanket PO {Contract} awarded, and the entire agreement between the parties, as a result of this Bid Solicitation {RFP} shall consist of this Bid Solicitation {RFP}, including the State of NJ Standard Terms and Conditions (SSTC), Bid Amendment {Addenda} to this Bid Solicitation {RFP}, the Vendor's {Contractor's} quote {proposal}, any Best and Final Offer, and the Division's Notice of Award.

In the event of a conflict in the terms and conditions among the documents comprising this Blanket PO {Contract}, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking, shall be:

a. Executed Offer and Acceptance Page {Signatory Page};

b. Bid Solicitation {RFP} Section 5, as may be amended by Bid Amendment {Addenda};

c. The State of NJ Standard Terms and Conditions (SSTC) accompanying this Bid Solicitation {RFP};

d. All remaining sections of the Bid Solicitation {RFP}, as may be amended by Bid Amendment {Addenda};

e. The Vendor's {Contractor's} final submitted Best and Final Offer; and

f. The Vendor's {Contractor's} Proposal as accepted by the State.

Note: In the event of conflicting information between the Bid Solicitation {RFP} and fields contained in ***NJSTART***, the Bid Solicitation {RFP} will govern and ***NJSTART*** will be updated via Bid Amendment {Addenda} or Change Order {Contract Amendment}.

5.2 BLANKET PO {CONTRACT} TERM AND EXTENSION OPTION

The term of this Blanket PO {Contract} shall be for a period of one (1) year. The anticipated "Blanket PO {Contract} Effective Date" is provided on the "Summary" page the Bid Solicitation in ***NJSTART***. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the Vendor {Bidder} agrees to accept a Blanket PO {Contract} for the full term of this blanket PO {Contract}.

This Blanket PO {Contract} may be extended up to three (3) years with no single extension exceeding one (1) year, by the mutual written consent of the Vendor {Contractor} and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of this Blanket PO {Contract} or rates more favorable to the State.

5.3 BLANKET PO {CONTRACT} TRANSITION

In the event that a new Blanket PO {Contract} has not been awarded prior to this Blanket PO {Contract} expiration date, including any extensions exercised, and the State exercises this Blanket PO {Contract} transition, the Vendor {Contractor} shall continue this Blanket PO {Contract} under the same terms and conditions until a new Blanket PO {Contract} can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of this Blanket PO {Contract}, including any extensions exercised.

5.4 CHANGE ORDER {CONTRACT AMENDMENT}

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

5.5 VENDOR {CONTRACTOR} RESPONSIBILITIES

The Vendor {Contractor} shall have sole responsibility for the complete effort specified in this Blanket PO {Contract}. 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 Blanket PO {Contract}. 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 Blanket PO {Contract} 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 the State may have arising out of the Vendor's {Contractor's} performance of this Blanket PO {Contract}.

5.6 SUBSTITUTION OF STAFF

If it becomes necessary for the Vendor {Contractor} to substitute any management, supervisory or key personnel, the Vendor {Contractor} shall identify the substitute personnel and the work to be performed. The Vendor {Contractor} must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The Vendor {Contractor} shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the Vendor {Contractor} has received written approval to proceed from the State Contract Manager.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the SSTC accompanying this Bid Solicitation {RFP}.

The Vendor {Contractor} shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval. No substituted or additional Subcontractors are authorized to begin work until the Vendor {Contractor} has received written approval from the Director.

If it becomes necessary for the Vendor {Contractor} to substitute a subcontractor, add a Subcontractor, or substitute its own staff for a Subcontractor, the Vendor {Contractor} will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Vendor {Contractor} must provide detailed justification documenting the necessity for the substitution or addition.

The Vendor {Contractor} must provide detailed resumes of its proposed replacement staff or of the proposed Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Vendor {Contractor} in its quote {proposal}.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of this Blanket PO {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 the state of completion, which are prepared for or are a result of the services required under this Blanket PO {Contract} shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon thirty (30) days' notice by the State. With respect to software computer programs and/or source codes developed for the State, except those modifications or adaptations made to Vendor's {Bidder's/Contractor's} Background IP as defined below, the work shall be considered "work for hire", i.e., the State, not the Vendor {Contractor} or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. 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 Blanket PO {Contract}, Vendor {Contractor} or Subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State 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 Blanket PO {Contract}, as well as any modifications or adaptations thereto, remain the property of the Vendor {Bidder}. Upon Blanket PO {Contract} award, the Vendor {Bidder/Contractor} shall grant the State a nonexclusive, perpetual royalty free license to use any of the Vendor's {Bidder's/Contractor's} Background IP delivered to the State for the purposes contemplated by this Blanket PO {Contract}.

5.9 SECURITY AND CONFIDENTIALITY

5.9.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the Vendor {Contractor} are confidential (State Confidential Information). The Vendor {Contractor} must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Vendor {Contractor} is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State that is deemed confidential. Any use, sale, or offering of this data in any form by the Vendor {Contractor}, or any individual or entity in the Vendor's {Contractor's} charge or employ, will be considered a violation of this Contract and may result in Contract termination and the Vendor's {Contractor's} suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The Vendor {Contractor} shall assume total financial liability incurred by the Vendor {Contractor} associated with any breach of confidentiality.

When requested, the Vendor {Contractor} and all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Vendor {Contractor} may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Vendor's {Contractor's} responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

The State reserves the right to obtain, or require the Vendor {Contractor} to obtain, criminal history background checks from the New Jersey State Police for all Vendor {Contractor} and project staff (to protect the State of New Jersey from losses resulting from Vendor {Contractor} employee theft, fraud or dishonesty). If the State exercises this right, the results of the background check(s) must be made available to the State for consideration before the employee is assigned to work on the State's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on State Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

5.9.1.1 VENDOR'S {CONTRACTOR'S} CONFIDENTIAL INFORMATION

a. The obligations of the State 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 Blanket PO {Contract}, 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 Blanket PO {Contract}. 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 and anything identified in Vendor's {Contractor's} quote {proposal} as Background IP ("Vendor {Contractor} Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Blanket PO {Contract} are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena.

c. 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; (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.

d. The State 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.

e. In the event that the State receives a request for Vendor {Contractor} Confidential Information related to this Blanket PO {Contract} pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Vendor {Contractor} with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Vendor {Contractor} shall take any action it deems appropriate to protect its documents and/or information.

f. 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 the State with as much notice, in writing, as is reasonably practicable and Vendor's {Contractor's} intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information.

g. Notwithstanding the requirements of nondisclosure described in these Sections 5.9.1 and 5.9.1.1, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the State, if the State determines the documents or information are subject to disclosure and Vendor {Contractor} does not exercise its rights as described in Section 5.9.1.1(e), or if Vendor {Contractor} is unsuccessful in defending its rights as described in Section 5.9.1.1(e), or (iv) in the case of Vendor {Contractor}, if Vendor {Contractor} determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.9.1.1(f), or if the State is unsuccessful in defending its rights as described in Section 5.9.1.1(f).

5.9.2 DATA SECURITY STANDARDS

Data Security: The Vendor {Contractor} at a minimum must protect and maintain the security of data traveling its network in accordance with generally accepted industry practices.

a. Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT (www.nj.gov/it/ps). Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (www.nj.gov/it/ps).

b. Data usage, storage, and protection is subject to all applicable federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for Health Insurance Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Vendor {Contractor} must also conform to Payment Card Industry (PCI) Data Security Standard.

Data Transmission: The Vendor {Contractor} must only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. The Vendor {Contractor} must only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Vendor {Contractor} must encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.

Data Storage: All data provided by the State of New Jersey or State data obtained by the Vendor {Contractor} in the performance of the Contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Project Manager. The Vendor {Contractor} must encrypt all data at rest defined as personally identifiable information by the State of New Jersey or applicable law, regulation or standard. The Vendor {Contractor} must not store or transfer State of New Jersey data outside of the United States.

Data Scope: All provisions applicable to State data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.

Data Re-Use: All State data must be used expressly and solely for the purposes enumerated in the Contract. Data must not be distributed, repurposed or shared across other applications, environments, or business units of the Vendor {Contractor}. No State data of any kind must be transmitted, exchanged or otherwise passed to other Vendors {Contractors} or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.

Data Breach: Unauthorized Release Notification: The Vendor {Contractor} must comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Vendor's {Contractor's} security obligations or other event requiring notification under applicable law ("Notification Event"), the Vendor {Contractor} must assume responsibility for informing the State Contract Manager within 24 hours and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the State of New Jersey.

End of Blanket PO {Contract} Data Handling: Upon termination/expiration of this Contract the Vendor {Contractor} must first return all State data to the State in a usable format as defined in the Blanket PO {Contract}, or in an open standards machine-readable format if not. The Vendor {Contractor} must then erase, destroy, and render unreadable all Vendor {Contractor} copies of State data according to the standards enumerated in accordance with the State's most recent Information Disposal and Media Sanitation policy, currently 09-10-NJOIT (www.nj.gov/it/ps) and certify in writing that these actions have been completed within thirty (30) days after the termination/expiration of the Blanket PO {Contract} or within seven (7) days of the request of an agent of the State whichever shall come first.

5.10 NEWS RELEASES

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

5.11 ADVERTISING

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

5.12 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 Blanket PO {Contract}. The Vendor {Contractor} shall comply with all New Jersey Department of Labor requirements. Notwithstanding the requirements of the RFP, the Vendor {Contractor} shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Blanket PO {Contract} award. All costs associated with any such licenses, permits, and authorizations must be considered by the Vendor {Bidder} in its quote {proposal}.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

All claims asserted against the State 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*.

5.13.2 REMEDIES

Nothing in this Blanket PO {Contract} shall be construed to be a waiver by the State 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.

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL BLANKET PO {CONTRACT} REQUIREMENTS

In the event that the Vendor {Contractor} fails to comply with any material Blanket PO {Contract} requirements, the Director may take steps to terminate this Blanket PO {Contract} in accordance with the SSTC, authorize the delivery of Blanket PO {Contract} 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 the State by the defaulting Vendor {Contractor}, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.14 LIQUIDATED DAMAGES

Not applicable to this procurement.

5.15 RETAINAGE

Not applicable to this procurement.

5.16 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The Vendor {Contractor} shall not begin performing any additional work or special projects without first obtaining the State Contract Manager's recommendation and the Director's written approval.

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

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

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

Upon receipt and approval of the Vendor's {Contractor's} written quote {proposal}, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget and Office of Information Technology.

In the event the Vendor {Contractor} proceeds with additional work and/or special projects without the Director's written approval, it shall be at the Vendor's {Contractor's} sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.17 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

5.17.1 INDEMNIFICATION

Section 4.1 of the SSTC is supplemented with the following:

4.1 Indemnification

The Vendor's {Contractor's} liability to the State for actual, direct damages resulting from the Vendor's {Contractor's} performance or non-performance, or in any manner related to this Blanket PO {Contract}, for any and all claims, shall be limited in the aggregate to 200% of the total value of this Blanket PO {Contract}, except that such limitation of liability shall not apply to the following:

a. The Vendor's {Contractor's} obligation to indemnify the State 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 Blanket PO {Contract} 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.

5.17.2 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.

d. 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 Blanket PO {Contract}. The insurance shall be in the amount of not less than $1,000,000 and in such policy forms as shall be approved by the State. If the Vendor {Contractor} has claims-made coverage and subsequently changes carriers during the term of this Blanket PO {Contract}, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.18 ACCESSIBILITY COMPLIANCE

The Vendor {Contractor} shall abide by the State's website standards and guidelines which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for any web based systems. The standards can be located at the following links:

- http://nj.gov/it/ps/07-12-NJOIT_web_accessibility_policy.pdf; and
- http://www.state.nj.us/it/ps/Web_Site_Standards_Guidelines.pdf.

5.19 BLANKET PO {CONTRACT} ACTIVITY REPORT

The Vendor {Contractor} must provide, on a calendar quarterly basis, a record of all purchases made under this Blanket PO {Contract} resulting from this Bid Solicitation {RFP}. This reporting requirement includes sales to State using agencies, political sub-divisions thereof and, if permitted under the terms of this Blanket PO {Contract}, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-state agencies. Quasi-state agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in Microsoft excel such that an analysis can be made to determine the following:

- Vendor's {Contractor's} total sales volume, with line item detail, to each purchaser under this Blanket PO {Contract};
- Subtotals by product, including, if applicable, catalog number and description, price list with appropriate page reference, and/or Blanket PO {Contract} discount applied; and
- Total dollars paid to Subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this Blanket PO {Contract} requirement for information. Failure to report this mandated information may be a factor in future award decisions.

The Vendor {Contractor} must submit the required information in Microsoft Excel format to NJSupplierReports@treas.state.nj.us

Reports are due:

Quarter 1: January 1st through March 31st – due by April 30th
Quarter 2: April 1st through June 30th – due by July 30th
Quarter 3: July 1st through September 30th – due by October 30th
Quarter 4: October 1st through December 31st – due by January 30th

5.20 ELECTRONIC PAYMENTS

With the award of this Blanket PO {Contract}, 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 the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number, and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget's website at: http://www.state.nj.us/treasury/omb/forms/index.shtml. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers Vendors {Contractors} access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at AAIUNIT@treas.nj.gov to request access to this application.

5.21 PROGRAM EFFICIENCY ASSESSMENT FOR STATE USING AGENCIES

The Program Efficiency Assessment shall not be charged against the winning Vendor {Contractor} and therefore is not to be included in the Vendor's {Bidder's} pricing. The State Using Agencies shall be charged an assessment equal to one-quarter of one percent (0.25%) of the value of all transactions under this Blanket PO {Contract}. This assessment is authorized by N.J.S.A. 52:27B-56 and N.J.A.C. 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.

For purposes of this section, "transaction" is defined as the payment or remuneration to the Vendor {Contractor} for services rendered or products provided to the State pursuant to the terms of this Blanket PO {Contract}, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

6.0 QUOTE {PROPOSAL} EVALUATION

6.1 RIGHT TO WAIVE

The Director reserves the right to waive minor irregularities or omissions in a quote {proposal}. The Director also reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 DIRECTOR'S RIGHT OF FINAL QUOTE {PROPOSAL} ACCEPTANCE

The Director reserves the right to reject any or all quotes {proposals}, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or Blanket POs {Contracts} in accordance with N.J.S.A. 52:34-12. Tie quotes {proposals} 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

The State 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 Blanket PO {Contract}.

The State may also consult with clients of the Vendor {Bidder} during the evaluation of quotes {proposals}. Such consultation is intended to assist the State in making a Blanket PO {Contract} award that is most advantageous to the State.

6.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist him or her in making a Blanket PO {Contract} award, including factors necessary to evaluate the Vendor's {Bidder's} financial capabilities to perform the Blanket PO {Contract}. Further, the Director reserves the right to request a Vendor {Bidder} to explain, in detail, how the quote {proposal} price was determined.

6.5 QUOTE {PROPOSAL} EVALUATION COMMITTEE

Quotes {Proposals} 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 AND/OR CLARIFICATION OF QUOTE {PROPOSAL}

After the submission of quotes {proposals}, unless requested by the State as noted below, Vendor {Bidder} contact with the State is still not permitted.

After the quotes {proposals} are reviewed, one, some or all of the Vendors {Bidders} may be asked to clarify certain aspects of its quotes {proposals}. 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 {proposal}, except to the extent that correction of apparent clerical mistakes results in a modification.

The Vendor {Bidder} may be required to give an oral presentation to the State concerning its quote {proposal}.

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

It is within the State'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 {proposal}. Action by the State in this regard should not be construed to imply acceptance or rejection of a quote {proposal}. 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 {proposals} received in response to this Bid Solicitation {RFP}. 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 Blanket PO {Contract}, 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 contracts of a similar size and scope in relation to the work required by this Bid Solicitation {RFP}.

c. Ability of firm to complete the Scope of Work based on its Technical Quote {Proposal}: The Vendor's {Bidder's} demonstration in the quote {proposal} 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 Blanket PO {Contract}.

6.7.2 VENDOR'S {BIDDER'S} PRICE SCHEDULE

For evaluation purposes, vendors {bidders} will be ranked from lowest to highest according to the total quote {proposal} price located on the Price Sheet/Schedule accompanying this Bid Solicitation {RFP}.

6.7.3 QUOTE (PROPOSAL) DISCREPANCIES

In evaluating quotes {proposals}, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

In the event that a Vendor {Bidder} using ***NJSTART*** to submit a quote {proposal} uploads a price sheet/schedule attachment and completes the "Items" Tab in ***NJSTART*** (instead of entering a Unit Cost of $1.00 as instructed), the price sheet/schedule attachment will govern.

6.7.4 EVALUATION OF THE QUOTES {PROPOSALS}

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible Vendor(s) {Bidder(s)} whose quote {proposal}, conforming to this Bid Solicitation {RFP}, is most advantageous to the State, 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 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2-7, after evaluating quotes {proposals}, the Division may establish a competitive range and enter into negotiations with one Vendor {Bidder} or multiple Vendors {Bidders} within this competitive range. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one Vendor {Bidder} or multiple Vendors {Bidders}. Negotiations will be structured by the Division to safeguard information and ensure that all Vendors {Bidders} are treated fairly.

Similarly, the Division may invite one Vendor {Bidder} or multiple Vendors {Bidders} to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that does not result in more advantaghous price to the State will not be considered, and the Statwe will evaluate the Vendor's {Bidder's} most advantageous previously submitted pricing.

If required, after review of the BAFO(s), clarification may be sought from the Vendor(s) {Bidder(s)}. The Division may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of quotes {proposals} and as applicable, negotiation(s), and/or BAFO(s), the Division will recommend, to the Director, the responsible Vendor(s) {Bidder(s)} whose quote(s) {proposal(s)}, conforming to the Bid Solicitation {RFP}, is/are most advantageous to the State, price, and other factors considered. The Director may accept, reject or modify the recommendation of the Division. The Director may initiate additional negotiation or BAFO procedures with the selected Vendor(s) {Bidder(s)}.

Negotiations will be conducted only in those circumstances where they are deemed by the Division or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Vendor {Bidder} is advised to submit its best technical and price quote {proposal} in response to this Bid Solicitation {RFP} since the State may, after evaluation, make a Blanket PO {Contract} award based on the content of the initial submission, without further negotiation and/or BAFO with any Vendor {Bidder}.

All contacts, records of initial evaluations, any correspondence with a Vendor {Bidder} related to any request for clarification, negotiation or BAFO, any revised technical and/or price quotes {proposals}, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a Blanket PO {Contract} is issued.

If the Division contemplates negotiation, quote {proposal} prices will not be publicly read at the quote {proposal} opening. Only the name and address of each Vendor {Bidder} will be publicly announced at the quote {proposal} opening.

6.9 "REQUEST FOR REVISION" WITHIN *NJSTART*

The State may request a revision of the Vendor's {Bidder's} quote {proposal} within ***NJSTART***. The Vendor {Bidder} shall respond to the "Request for Revision" (e.g., to reduce pricing if a BAFO is requested) only for the reason(s) identified by the State. Any changes made by a Vendor {Bidder} to the quote {proposal} other than requested by the State shall be considered null and void.

6.10 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 Bid Solicitation {RFP}. The following materials may be reviewed to determine Vendor {Bidder} performance: Blanket PO {Contract} 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.

7.0 BLANKET PO {CONTRACT} AWARD

7.1 DOCUMENTS REQUIRED BEFORE BLANKET PO {CONTRACT} AWARD

7.1.1 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. The State shall not enter into a Blanket PO {Contract} 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 Blanket PO {Contract} or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the Blanket PO {Contract} shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four (4) years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. 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 awardee for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Blanket PO {Contract}, the intended awardee shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a Blanket PO {Contract} under this Bid Solicitation {RFP}, as well as future Blanket PO {Contract} opportunities.

c. Further, the Vendor {Contractor} is required, on a continuing basis, to report any contributions it makes during the term of the Blanket PO {Contract}, 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 awardee 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. The form is also available in NJSTART. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} 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.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all Blanket POs {Contracts} 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 the State Treasurer. Also refer to Section 3.6 Service Performance Within U.S. of the SSTC.

Pursuant to the statutory requirements, the intended awardee of a Blanket PO {Contract} primarily for services with the State of New Jersey must disclose the location by country where services under the Blanket PO {Contract}, including subcontracted services, will be performed. The Source Disclosure Form accompanies the subject Bid Solicitation {RFP}. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A BLANKET PO {CONTRACT} TO THE 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. The form is also available in NJSTART. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

7.1.2.1 BREACH OF BLANKET PO {CONTRACT}

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE BLANKET PO {CONTRACT} SHALL BE DEEMED A BREACH OF BLANKET PO {CONTRACT}. If, during the term of the Blanket PO {Contract}, the Vendor {Contractor} or Subcontractor, who had upon Blanket PO {Contract} 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 Blanket PO {Contract}. Such Blanket PO {Contract} 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.

7.1.3 AFFIRMATIVE ACTION

The intended awardee 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 awardee(s) 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.

7.1.4 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 Blanket PO {Contract}. See Section 4.4.2.1 of this Bid Solicitation {RFP} for further information.

Vendors {Bidders} should verify its Business Registration Certification Active 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} Business Registration Certification Active status, ***NJSTART*** provides a link to take corrective action. Vendors {Bidders} may refer to the QRG "Vendor Categories and Certifications" for instructions on completing certifications on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

7.2 FINAL BLANKET PO {CONTRACT} AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible Vendor(s) {Bidder(s)}, whose quote(s) {proposal(s)}, conforming to this Bid Solicitation {RFP}, is(are) most advantageous to the State, price, and other factors considered. Any or all proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The Vendor {Contractor} shall provide the State with current certificates of insurance for all coverages required by the terms of this Blanket PO {Contract}, naming the State as an Additional Insured. See Section 4.2 of the SSTC accompanying this Bid Solicitation {RFP}.

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.

7.4 PERFORMANCE SECURITY

Not applicable to this procurement.

8.0 BLANKET PO {CONTRACT} ADMINISTRATION

8.1 STATE CONTRACT MANAGER

The State Contract Manager (SCM) is the State employee responsible for the overall management and administration of the Blanket PO {Contract}.

The State Contract Manager for this project will be identified at the time of execution of Blanket PO {Contract}. At that time, the Vendor {Contractor} will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency Blanket PO {Contract} where only one State office uses the Blanket PO {Contract}, the State Contract Manager will be responsible for engaging the Vendor {Contractor}, assuring that Purchase Orders are issued to the Vendor {Contractor}, directing the Vendor {Contractor} to perform the work of the Blanket PO {Contract}, approving the deliverables and approving payment vouchers. The State Contract Manager is the person who the Vendor {Contractor} will contact **after the Blanket PO {Contract} is executed** for answers to any questions and concerns about any aspect of the Blanket PO {Contract}. The State Contract Manager is responsible for coordinating the use of the Blanket PO {Contract} and resolving minor disputes between the Vendor {Contractor} and any component part of the State Contract Manager's Department. The State Contract Manager is also responsible for notifying OIT and other appropriate parties of security and privacy violations or incidents. The SCM cannot modify the Blanket PO, direct or approve a Change Order {Contract Amendment}.

If the Blanket PO {Contract} has multiple users, the State Contract Manager shall be the central coordinator of the use of the Blanket PO {Contract} for all Using Agencies, while other State employees engage and pay the Vendor {Contractor}. All persons and agencies using the Blanket PO {Contract} must notify and coordinate the use of the Blanket PO {Contract} with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any Blanket PO {Contract} user that is unable to resolve disputes with a Vendor {Contractor} shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the Blanket PO {Contract} by Blanket PO {Contract} users shall be directed to the State Contract Manager. The Vendor {Contractor} may contact the State Contract Manager if the Vendor {Contractor} cannot resolve a dispute with Blanket PO {Contract} users.

State of New Jersey Standard Terms and Conditions

(Rev: 10/21/2011 ST&C)

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT- Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS - The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION – Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue.
The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (http://www.state.nj.us/treasury/revenue/busregcert.shtml. N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at

2.2 ANTI-DISCRIMINATION - All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. l0:5-1 et seq. and N.J.S.A. l0:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

2.3 PREVAILING WAGE ACT - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on [this proposal] is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by [this proposal] has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by [this proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

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

2.5 MACBRIDE PRINCIPLES – The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in

Northern Ireland in accordance 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 their compliance with those principles.

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

a. make or solicit a contribution in violation of the statute;
b. knowingly conceal or misrepresent a contribution given or received;
c. make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
d. make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee;
e. engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
f. fund contributions made by third parties, including consultants, attorneys, family members, and employees;
g. engage in any exchange of contributions to circumvent the intent of the Legislation; or
h. directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

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

2.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

2.9 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE - Pursuant to L 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

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

2.10 COMPLIANCE - LAWS - The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.11 COMPLIANCE - STATE LAWS - It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

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

3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS -
N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:

1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT - The provisions of N.J.S.A. 34:5A-l et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

3.6 SERVICE PERFORMANCE WITHIN U.S. – Under N.J.S.A. 52:34-13.2, all contracts 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 contractor or subcontractor within the United States and the certification is approved by the State Treasurer.
A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b)(1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

3.7 BUY AMERICAN – Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

4. INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION - The contractor's liability to the State and its employees in third party suits shall be as follows:

a) Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

b) The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions.

c) In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

4.2 INSURANCE - The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, and the certificates shall reflect that the insurance policies shall not be canceled for any reason except after sixty (60) days written notice to the State. Certificates of renewals shall be provided within thirty (30) days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, PO Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at:

ccau.certificate@treas.nj.gov

The insurance to be provided by the contractor shall be as follows:

a. Occurrence Form Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be $1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as “Additional Insureds” and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

b. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1 million per occurrence as a combined single limit. The State must be named as an “Additional Insured” and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State’s behalf or on State controlled property.

c. Worker’s Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

$1,000,000 BODILY INJURY, EACH OCCURRENCE
$1,000,000 DISEASE EACH EMPLOYEE
$1,000,000 DISEASE AGGREGATE LIMIT

d. This $1 million amount may have been raised by the RFP when deemed necessary by the Director.

e. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17, et.seq., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

5. TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR – The contractor's status shall be that of any independent contractor and not as an employee of the State.

5.2 CONTRACT AMOUNT - The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.

5.3 CONTRACT TERM AND EXTENSION OPTION - If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least thirty (30) days prior to the expiration date of the existing contract. The contractor shall have fifteen (15) calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions including pricing of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK – The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

a) If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.

b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.5 CHANGE IN LAW– Whenever a change in applicable law or regulation affects the scope of work, the Director shall provide written notice to the contractor of the change and the Director's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

a) If the contractor does not agree with the adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the adjusted contract price. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.

b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.6 SUSPENSION OF WORK - The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

5.7 TERMINATION OF CONTRACT

a. For Convenience
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than thirty (30) days written notice to the contractor.
b. For Cause
1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days notice to the contractor with an opportunity to respond.
2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days notice to the contractor with an opportunity to respond.
c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
d. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING OR ASSIGNMENT –

a. Subcontracting : The contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
b. Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE - Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

5.10 <u>MERGERS, ACQUISITIONS</u> - If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within thirty (30) days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

5.11 <u>PERFORMANCE GUARANTEE OF CONTRACTOR</u> - The contractor hereby certifies that:

a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
c. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location.
d. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.
e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
g. All services rendered to the State 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 the State's using agency is rendered.

5.12 <u>DELIVERY REQUIREMENTS</u>-

a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract.
b. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.
c. Items delivered must be strictly in accordance with the contract.
d. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION - This contract and any and all litigation arising therefrom or related thereto 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 shall be filed in the appropriate Division of the New Jersey Superior Court.

5.14. CONTRACT AMENDMENT – Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

5.15 MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the RFP. Such records shall be made available to the State, including the Comptroller, for audit and review.

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S) - The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.
In connection with this assignment, the following are the express obligations of the contractor:

- a. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It shall advise the Attorney General of New Jersey:
  - 1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
  - 2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- c. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey.
- d. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

6. TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.
In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date.
Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

6.2 TAX CHARGES - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

6.3 PAYMENT TO VENDORS -

a. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

b. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized.

c. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls.

d The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

6.4 OPTIONAL PAYMENT METHOD: P-CARD - The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.5 NEW JERSEY PROMPT PAYMENT ACT - The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds $5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

6.6 AVAILABILITY OF FUNDS – The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenues.