

Request for Information (RFI)

Automated AI-Driven Solar Permitting Platform: Market Analysis & Discovery

1. Purpose of this RFI

This Request for Information (RFI) is exploratory in nature. The goal is to conduct market research and understand the current "state of the art" in AI-driven automated government-side smart solar permitting solutions. Information gathered here will inform future technical requirements and project scoping. This is NOT a competitive procurement, and no contract will be awarded directly from this document.

Interested parties are advised that the State will NOT pay for any information or administrative costs incurred in response to this RFI; all costs associated with responding to this RFI will be solely at the interested party's expenses.

The information provided in this RFI is subject to change and is not binding on the State. Not responding to this RFI does not preclude participation in any future solicitation, if issued. It is the responsibility of the interested parties to keep up-to-date information pertaining to this potential requirement. RFI responses will not receive a response from the State.

DCA may, at its discretion, invite a subset of respondents to provide a live demonstration of their platform after the response deadline. Demonstrations are informational only and do not constitute a competitive process. Respondents should indicate in their response whether they would be available for a demonstration in June 2026.

Proprietary information, if any, should be minimized and must be clearly marked.

2. Legislative & Regulatory Landscape

The following mandates and technical standards form the baseline for our research into automated solutions:

- [New Jersey P.L.2025, c. 174](#): Requires a statewide automated permitting platform to allow for "instant" approval of residential solar and energy storage systems by June 18, 2027.
- [Executive Order No. 2 \(2026\)](#): Directs the modernization of the utility interconnection process via the Pre-Application Verification and Evaluation (PAVE) framework.
- [NJ Uniform Construction Code \(UCC\)](#): Automated logic must align with Building (F110) and Electrical (F120) subcode requirements as adopted by the State.
- Operational Scope: The platform must be designed to process applications for, at a minimum, approximately 75 percent of residential rooftop solar energy systems that weigh less than or are equal to four pounds per square foot and provide electrical power to detached one- and two-family dwellings.

3. Technical Capability Pillars

We are seeking information on how vendors address the following core pillars of the solar permitting ecosystem:

Capability Pillar	Purpose of Discovery
I. AI & Machine Learning Maturity	To understand the boundaries of computer vision and plan review in interpreting technical diagrams and site plans.
II. Ecosystem Compatibility	To assess readiness for integration with Microsoft Entra ID and Azure Government environments.
III. Data Governance	To evaluate support for Microsoft Purview regarding data lifecycle and compliance.
IV. Functional Scope	To assess the ability to process diverse equipment including PV panels, energy storage systems, main electrical panel upgrades, and main breaker derate.
V. Scalability & Implementation	To identify strategies for onboarding 564 municipalities and facilitate access for local enforcing agencies and contractors.

4. Exploratory Questions for Vendors

Please provide detailed insights into the following operational areas, framed within the context of the NJ Uniform Construction Code (UCC):

4.1 AI Logic & Technical Review

- Describe how your system utilizes algorithms to evaluate the characteristics of proposed residential solar systems against the requirements of the State UCC.
- Describe how your system does or does not accept architectural building plans for review.
- Describe current limits in interpreting non-standardized drawings and identify where automated review ends and the requirement for human intervention begins.
- How does your platform manage updates to logic as the State UCC or other applicable state laws evolve?
- How does the system account for and differentiate between standard code compliance and local jurisdictional variations or amendments?

4.2 Automated Validation & Workflow

- Detail your capability to provide "instant" release of permits only upon automated confirmation that applications and materials were prepared by appropriately licensed contractors, architects, or engineers.
- Walk through the end-to-end workflow from contractor submission to permit issuance, including: how data and plans are input, what data inputs collected, validation steps, the algorithmic compliance check, the licensure verification check, fee collection, generation of permit and inspection-checklist documents, and any AHJ-side configuration options that affect this flow.
- Include using the system both stand alone and integrated into a broader permitting platform in your descriptions
- Describe how revised applications and resubmittals are handled, including how the platform issues permit revisions.

- How does the platform support the use of digital signatures, stamps, seals, or certifications on all submitted materials?
- Provide examples of real-world integrations with municipal construction software and typical technical hurdles faced during the "handshake" between platforms.
- How do you manage the data flow for the PAVE interconnection process with utility providers?

4.3 Integration with Existing Permitting Systems

- Describe state-wide implementation models in which you have participated (state acquired platform for state government, state acquired platform for municipal governments, etc.)
- Describe published, productized integrations with enterprise permitting platforms in use across New Jersey municipalities, including but not limited to: Accela Civic Platform, Tyler Technologies Enterprise Permitting & Licensing (EnerGov), OpenGov Permitting & Licensing, Mitchell Humphrey, CentralSquare e-TRAKiT, Cloudpermit, Clariti, and GovPilot.
- For each, indicate whether the integration is generally available, in pilot, or roadmapped, and describe the integration mechanism (API, file exchange, embedded UI, other).
- For municipalities operating one of those host systems, describe what an end-to-end implementation looks like, including typical timeline, staffing requirements on the municipality's side, and any per-municipality configuration work.
 - For municipalities that do not operate any of those systems (paper-based or homegrown), describe how your platform supports them as a standalone tool.
 - Describe APIs available for the State to extract permit data, status information, and audit logs for compliance reporting and dashboard purposes and any out-of-the-box reporting and dashboard capabilities

4.4 Security & Governance

- Detail your experience operating within Microsoft 365 Government (G5) environments.
- How does your platform interact with native security tools like Microsoft Purview for data governance and compliance?
- Identify all current compliance certifications (i.e., StateRAMP, FedRAMP, SOC 2 Type II, etc) and any in-progress authorizations.
- Describe data residency: where applicant data, permit records, and any AI training or inference data are stored and processed. Confirm whether all data processing occurs within the United States.
- Describe whether applicant or permit data is used to train or fine-tune AI models, and the controls in place to prevent such use without explicit consent.
- Describe your incident response process and historical security incidents within the past 36 months, including any data breaches affecting government clients.

4.5 Availability & Support

- Describe your ability to provide 24/7 application submission capabilities, excluding standard maintenance windows.

- Outline your model for providing residential service to assist users in navigating the platform.
- Describe accessibility compliance with Section 508 and Web Content Accessibility Guidelines (WCAG) 2.1 AA standards, including the date of the most recent third-party accessibility audit.
- Describe language support available to applicants and end users, including any non-English interfaces.

4.6 Vendor Profile & Commercial Model

- Describe pricing models (e.g., SaaS vs. transaction-based) including any per-permit fees, subscription costs, implementation fees, or revenue-share arrangements.
 - Please specifically address models that provide the platform to the department at no or low cost through third-party structures.
- Confirm willingness to negotiate pricing terms within the framework of New Jersey public procurement law.
- Provide a brief company overview, including year founded, ownership structure, headquarters location, and total employee count.
- Describe any prior or current contracts with the State of New Jersey or any New Jersey municipality.
- Please list any active New Jersey state contracts or cooperative purchasing agreements under which your company is an authorized vendor. Include contract numbers, expiration dates, and scope of services, as the DCA may leverage these existing agreements to award a contract.
- Confirm willingness to complete the custom agreement process to offer your company's product through at least one of the resellers on New Jersey State contract T3121. The custom agreement process can be found in the Appendix: METHOD OF OPERATION T3121 SOFTWARE RESELLER SERVICES

4.7 General Experience

- Describe integrations or interoperability with solar design tools commonly used by contractors (Aurora Solar, OpenSolar, Solargraf, PVComplete, Helioscope, others), including how design data flows into your platform.
- Describe any existing relationships with contractor-side permit-services platforms (PermitFlow, GreenLancer, SurgePV, others) and how applications submitted by such platforms on behalf of contractors are handled.
- Describe risks specific to a New Jersey deployment that DCA may not be fully aware of, including operational, technical, regulatory, market-adoption, or contractor-experience risks.
- Identify any aspects of the statutory requirements in subsection (b)(2) of New Jersey P.L. 2025, c.174 (the "Smart Solar Permitting Law") that you believe are difficult, ambiguous, or unrealistic in light of current platform capabilities and market conditions, and describe how you would suggest a RFP address them.

5. Response Instructions

To facilitate our market analysis, please structure responses as follows:

1. **Executive Overview:** Your vision for automated permitting.
2. **Technical & Implementation Analysis:** Detailed answers to the exploratory questions in Section 4.
3. **Case Study:** One example of a state or multi-jurisdiction rollout.

5.1 Submission

Submit a single PDF document, no longer than 25 pages excluding appendices.

- Use 11-point font, single-spaced, with one-inch margins.
- Appendices may include case studies, sample dashboards, integration documentation, and reference customer information without counting against the page limit.

Submit responses by email to John Harrison (John.Harrison@dca.nj.gov) no later than June 26, 2026 at 5:00 PM ET.

Appendix:

METHOD OF OPERATION

T3121 SOFTWARE RESELLER SERVICES

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1.0 BACKGROUND

1.1 PURPOSE AND INTENT

The purpose of T3121 Software Reseller Services, (“the Contract” or “T3121”) is to provide Using Agencies¹ with a mechanism to purchase the following products and services through one of the Contractors under this Contract:

- Commercial Off the Shelf Software (“COTS”)²;
- Software as a Service (“SaaS”)³;
- Software Related Services (implementation, training, installation, and configuration services. Limited customization of COTS is permitted with advance written approval of the State Contract Manager);
- Maintenance and technical support services; and
- Appliances.⁴

Contractors may provide pre-sales assistance, documentation and Volume License Agreement administration. Examples of pre-sale services available to Using Agencies from Contractors include:

- Volume License Agreements (“VLA”) – assistance with determining the most cost-effective buying strategy and ensuring compliance with licensing requirements⁵;
- Recommendations – assistance in finding a package to meet a specific need, e.g., flow-charting software;
- Cost-effectiveness of upgrade protection plans;
- Total Cost of Ownership (“TCO”) comparison of premise-based licenses vs. SaaS; and
- Academic VLA assistance.

The following are **not** permitted under this contract:

- Platform as a Solution (“PaaS”)⁶ and Infrastructure as a Solution (“IaaS”)⁷ solutions (Use the M-4002 Cloud Solutions Contract);
- SaaS purchases with a total yearly cost of over \$1,000,000 (See Section 3.4 of this Method of Operation for more details on purchasing SaaS);
- Geographic Information System (“GIS”)⁸ software products (Use M-7003, the GIS Software Contract with ESRI, located on NJSTART);

¹ 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 Contract procured by the Division of Purchase and Property.

² *Commercial Off the Shelf Software (COTS)* - Software provided by Publisher that is commercially available and that can be used with little or no modification.

³ *Software as a Service (SaaS)* – Software as a Service as used in this document is defined as the capability provided to the purchaser to use the provider’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

⁴ *Appliance* – means a separate and discrete hardware device with integrated software specifically designed to provide a specific computing resource.

⁵ *Volume License Administration (VLA)* - an agreement with a Software Publisher wherein the State’s or Using Agency’s total expected purchasing over a period of time is considered in establishing the discount level.

⁶ *Platform as a Solution (PaaS)* - Platform-as-a-Solution (PaaS) as used in this document is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations. PaaS is not within the scope of this Contract.

⁷ *Infrastructure as a Solution (IaaS)* - Infrastructure-as-a-Solution (IaaS) as used in this document is defined as the capability provided to the consumer to provision processing, storage, networks and other fundamental computing resources where the purchaser is able to deploy and run arbitrary software, which can include operating systems and applications. The purchaser does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications and possibly limited control of select networking components (e.g., host firewalls). IaaS is not within the scope of this Contract.

⁸ *Geographic Information System (GIS)* – A system designed to capture, store, manipulate, analyze, manage, and present all types of spatial or geographical data.

- Services that are not Software Related Services, including but not limited to IT staff augmentation services and IT consulting services; and
- Leasing by State Using Agencies.

Local Governments and School Districts may purchase goods or services as a Cooperative Purchasing Partner under this contract. Per the Division of Local Government Services, such Cooperative Purchasing Partners that are subject to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) or the Public School Contracts Law (N.J.S.A. 18A:18A-1 et seq.) shall comply with N.J.S.A. 40A:11-12 or 18A:18A-10, as applicable, along with N.J.A.C. 5:34-7.29 and such other regulations as may be promulgated by the Director of the Division of Local Government Services or the Department of the Treasury concerning the entity's use of State contracts. Therefore, the terms and conditions of this contract and any purchases made by a local government or school district must follow any procedures specified in the RFP, such as a mini-bid or other selection process for contracts awarded to one or more vendors. Please contact lpcl@dca.nj.gov for assistance.

1.2 CONTRACTOR CONTACT INFORMATION AND CONTRACT NUMBERS

Contractor	Contract #	Mini Bid Evaluation Preference
CDW Government LLC	20-TELE-01511	1%
Dell Marketing LP	20-TELE-01510	1%
Insight Public Sector Inc.	20-TELE-01512	1%
York Telecom Corporation	20-TELE-01509	1%

The information below is specific to each Contractor and will assist Using Agencies with software purchases:

CDW GOVERNMENT LLC

CDW participates in the Procurement Efficiency Program and is therefore eligible for a 1% Mini-bid Preference. See Section 1.3 for how to apply the Program's 1% Mini-bid Preference.

State and Local Government Account Team:

NJ State Team
 Phone #: 866.613.1173
 Email: NJ-GOV@cdwg.com

Raj Rao, Client Executive
 Phone #: 856.330.3186
 Email: raj.rao@cdw.com

DELL MARKETING L.P.

As a general rule the Using Agency should contact the "Inside Sales Representative" for product questions and mini-bids, and the Account Executive for questions, local support, and in person meetings. Dell participates in the Procurement Efficiency Program and is therefore eligible for a 1% Mini-bid Preference. See Section 1.3 for how to apply the Program's 1% Mini-bid Preference.

Account Executives:

Jamie Wilson, Software Account Executive
 Phone #: 732.330.8930
 Email: Jamie.Wilson@dell.com

Brian Vaughn, Software Account Executive
 Phone #: 732.330.8930
 Email: Brian.Vaughn@dell.com

Inside Sales Representatives:

Bradley Handler, Software Inside Sales Representatives
 Phone #: 512.720.4068
 Email: Bradley.Handler@dell.com

- Attorney General's Office/Law And Public Services

- Capital Budgeting And Planning Commission
- New Jersey General Assembly
- New Jersey Department Of Health
- New Jersey Department Labor
- Educational Facilities Authority
- Governor's Office
- Personnel Department
- New Jersey State Library
- New Jersey State Police
- New Jersey Department of Community Affairs
- Civil Service Commission
- New Jersey Department of Corrections
- New Jersey Department of Transportation
- Banking And Insurance
- New Jersey Transit
- New Jersey Turnpike Authority
- New Jersey Secretary Of State

Jamie Wilson, Software Inside Sales Representatives

Phone #: 847.840.0438

Email: Jamie.Wilson@dell.com

- New Jersey Department of Environmental Protection
- New Jersey Department of the Treasury
- New Jersey Office of Information Technology
- New Jersey Department of Agriculture
- New Jersey State Parole Board
- New Jersey Court System
- New Jersey Department of Child And Family Services
- Housing And Mortgage Finance Agency (HMFA)
- New Jersey Department of Human Services
- New Jersey Department of Education
- New Jersey Department of Military And Veterans' Affairs

Other Contacts - Escalation Path:

Michael Connelly, New Jersey Account Executive for Partner Software

Phone #: 321.370.0958

Email: Michael.Connelly@dell.com

Christopher Fall, New Jersey Regional Sales Director for Dell Account Team

Phone #: 617.981.2897

Email: Christopher_Fall@dell.com

INSIGHT PUBLIC SECTOR, INC.

Insight participates in the Procurement Efficiency Fee Program and is therefore eligible for a 1% Mini-bid Preference. See Section 1.3 for how to apply the Program's 1% Mini-bid Preference.

State and Local Government Account Team:

Email : TeamNJ@insight.com

Dana Zampella, Account Executive

Phone #: 732.606.8362

Email: Dana.Zampella@Insight.com

Sales Management – Escalation Path for Complex Requirements:

AJ D'agostini, Manager - Inside Sales

Phone #: 800.467.4448 x5308

Email: AJ.DAgostini@insight.com

Jishnu Banerjee, Manager - Inside Sales
Email: Jishnu.banerjee@insight.com

YORK TELECOM CORPORATION

The Using Agency can request product, pricing or information via email or phone by contacting the York Telecom Sales Team for the State of New Jersey. York Telecom participates in the Procurement Efficiency Program. See section 1.3 for how to apply the Procurement Efficiency Program's 1% Mini-bid Preference.

Contracts Email: contracts@yorktel.com and njstart@yorktel.com

Roger Wesenyak - SVP Contracts
Phone #: 732.413.6000 ext. 7521
Email: roger@yorktel.com

Stephen White- Executive Program Manager
Phone #: 301.640.1683
Email: swhite@yorktel.com

Rebecca Kane- Contracts Administrator
Phone #: 732.413.6000 ext. 7117
Email: rkane@yorktel.com

1.3 OBTAINING MINI-BIDS

Prior to placing orders, Using Agencies should review applicable Circular letters and ensure compliance.

The Using Agency must request a mini-bid from all Contractors, except when ordering Microsoft products under an Enterprise Agreement enrollment, see Section 1.4 below.

When requesting a mini-bid, the Using Agency must advise the Contractor whether the Software Publisher/Service Provider has an existing Custom Agreement. This information may be found in the document titled "Custom Agreement Report" on NJSTART for the T3121 contract.

Mini-Bid Package

The Using Agency must ensure that all mini-bid packages received from a Contractor include the following information⁹:

- Contractor Contract Number;
- Product and/or Service description;
- Scope of Work (for Software Related Services and SaaS);
- The price of the software and/or services;
- The % discount or % mark-up;
- Disclosure of the pricing level (Tier 1, Tier 2, or Tier 3);
- The State's price;
- Term¹⁰;
- If a Custom Agreement is in place with the Software Publisher/Service Provider, the mini-bid package must reference the Custom Agreement Number; and
- If a Custom Agreement is not in place AND is required, then follow the Custom Agreement process described in Section 4.2.

The Using Agency should keep all mini-bids received in its own file.

⁹ In all instances where a Using Agency makes a purchase on T3121 without a Custom Agreement, the Using Agency is still responsible for collecting all statutorily required forms from the Publisher, and for determining the appropriate amounts of Insurance, and collecting Certificates of Insurance from the Publisher.

¹⁰ Please note: (1) the term of the underlying Custom Agreement and the term of an individual mini-bid or Purchase Order do not need to align; (2) for multi-year quotes, while the Contractor may provide a mini-bid for multi-year pricing, the Using Agency may only pay for one year at a time, subject to appropriations and availability of funds.

Any mini-bid package that does not contain the information above will be rejected and returned to the Contractor.

The Using Agency may obtain mini-bids from the Contractor's website or the Using Agency may contact the Contractor representative listed above. Please note, for all purchases under this Contract, the Purchase Order will be issued directly to the Contractor, not the Publisher.

Using Agencies must accept the lowest priced mini-bid and issue a Purchase Order to the Contractor with the lowest price. The only exception to accepting the lowest priced mini-bid is when a Contractor is participating in the Procurement Efficiency Program. See section 1.2 to confirm which suppliers are participating in the Program. In such cases where a Participating contractor submits a complete and responsive quote to a mini-bid request, the Using Agency shall apply a 1% Mini-bid Preference to the proposed State price. If the 1% Mini-bid Preference results in the adjusted bid being less than the original bids submitted by Contractors not participating in the Procurement Efficiency Program, the Contractor with the lowest adjusted bid shall be awarded the mini-bid. Using Agencies can refer to the following example to assist in applying the Program's 1% Mini-bid Preference to the mini-bid evaluation process.

Participating Contractor A: This company is participating in the Procurement Efficiency Program and submits a bid of \$100,000.

Non-Participating Contractor B: This company is not participating in the Procurement Efficiency Program and submits a bid of \$99,500.

Because the Procurement Efficiency Program's 1% Mini-bid Preference is applicable to this example, the mini-bid pricing is adjusted as follows:

Participating Contractor A: \$100,000 (original bid) - \$1,000 (1% Mini-bid Preference) = **\$99,000 adjusted bid total.**

Non-Participating Contractor B: \$99,500 (original bid).

In this example Participating Contractor A is awarded the mini-bid because the Procurement Efficiency Program's 1% Mini-bid Preference results in an adjusted bid amount of \$99,000.

There may be cases where the Contractor is unable to sell a software product. In this case, the Using Agency should obtain documentation from the Contractor stating that it cannot offer a mini-bid and this documentation should be kept with the file for the purchase.

If a Using Agency is searching for a specific Software Publisher and the Software Publisher is not listed on the "Custom Agreement Report" found on NJSTART, the Using Agency should contact the Contractors to ascertain if any of the Contractors has the software under its portfolio and request a mini-bid. Contractors are permitted to add software to the contract throughout the term of the contract. Therefore, NJSTART may not reflect the addition of a Software Publisher immediately.

1.4 MICROSOFT OPTIONS

Microsoft requires enrollments under an Enterprise Agreement to identify a single reseller to service that agreement. Thus, all existing enrollments under the State's Enterprise Agreement are currently serviced by Dell Marketing L.P.

Using Agencies with an existing enrollment under the State's Enterprise Agreement that is serviced by Dell Marketing L.P. may do one of the following:

1. Continue to obtain Microsoft software through Dell Marketing L.P. under the existing enrollment, or
2. Choose to issue a Change of Channel Partner (COCP) request to switch the current enrollment from Dell Marketing L.P. to one of the other Contractors.

Using Agencies entering a new enrollment or renewing an existing enrollment under the State's Enterprise Agreement may choose any of the Contractors.

Using Agencies that purchase under the State's Select Plus Agreement or Academic Select Plus Agreement may use any of the Contractors but may have to complete a new Public Contract Number (PCN) form with the selected Contractor.

1.5 ADOBE

Executive Branch Using Agencies and Judiciary shall make purchases of Adobe using the Carahsoft Contract (19-COMP-00601) on the M4002 NASPO ValuePoint Cloud Solutions Contract.

2.0 PRICING

Markup/Markdown pricing is shown on the tables below. Because the cost to the Contractor may vary depending on agreements with the Publisher, the lowest markup will not necessarily result in the best price.

NOTE: There may not be a custom agreement in place with all the vendors listed below.

Note that there are three Tiers of pricing. **Tier 1** covers pricing for products of the Software Publishers with the highest tier of sales volume identified. This category is the one most likely to include the State's ELAs¹¹ or VLAs with a Software Publisher. **Tier 2** pricing, which is generally higher than Level 1, includes products of the Software Publishers that represent a high level of sales volume as identified. This category may also include the State's ELAs or VLAs with a Software Publisher. **Tier 3** pricing is a category defined to include all other Software Publishers not specifically itemized in **Tier 1 or 2**.

Tier 1 Software Reseller Cost Plus Percentage Markups/ or Cost Minus Percentage Markdowns COTS, SaaS, maintenance and support and Appliances					Tier 1 Software Reseller Cost Plus Percentage Markups/ or Cost Minus Percentage Markdowns Software Related Services			
Manufacturer / Software Publisher	CDW	Dell	Insight	Yorktel	CDW	Dell	Insight	Yorktel
Adobe ¹²	2.75%	0.45%	1.45%	8.00%	2.75%	0.00%	1.45%	13.50%
Agate Software (IGX)	2.20%	2.00%	1.45%	8.00%	2.20%	0.00%	1.45%	13.50%
Business Objects	3.25%	2.00%	1.45%	8.00%	3.25%	0.00%	1.45%	13.50%
CA Technologies	2.25%	0.45%	1.45%	8.00%	2.25%	0.00%	1.45%	13.50%
Computer Square, Inc.	2.20%	2.00%	1.25%	8.00%	2.20%	0.00%	1.25%	13.50%
E-Builder Inc.	3.25%	2.00%	1.45%	8.00%	3.25%	0.00%	1.45%	13.50%
Forcepoint LLC	3.25%	2.00%	1.45%	8.00%	3.25%	0.00%	1.45%	13.50%
IBM	1.00%	2.00%	1.45%	8.00%	1.00%	0.00%	1.45%	13.50%
Information Builders	2.20%	2.00%	1.45%	8.00%	2.20%	0.00%	1.45%	13.50%
Kronos	1.00%	0.75%	1.45%	8.00%	1.00%	0.00%	1.45%	13.50%
Micro Focus	2.00%	2.00%	1.45%	8.00%	2.00%	0.00%	1.45%	13.50%
Microsoft Corporation	0.50%	-0.37%	1.45%	8.00%	0.50%	0.00%	1.45%	13.50%
Oracle	2.00%	0.25%	1.25%	8.00%	2.00%	0.00%	1.25%	13.50%
Pega Systems Inc.	2.20%	2.00%	1.45%	8.00%	2.20%	0.00%	1.45%	13.50%
Proofpoint	2.75%	2.00%	1.45%	8.00%	2.75%	0.00%	1.45%	13.50%
Symantec	2.00%	0.75%	1.45%	8.00%	2.00%	0.00%	1.45%	13.50%
Veritas	2.00%	2.00%	1.45%	8.00%	2.00%	0.00%	1.45%	13.50%
VMWare	2.25%	2.00%	1.45%	8.00%	2.25%	0.00%	1.45%	13.50%

Tier 2 Software Reseller Cost Plus Percentage Markups/ or Cost Minus Percentage Markdowns COTS, SaaS, maintenance and support and Appliances					Tier 2 Software Reseller Cost Plus Percentage Markups/ or Cost Minus Percentage Markdowns Software Related Services			
Manufacturer / Software Publisher	CDW	Dell	Insight	Yorktel	CDW	Dell	Insight	Yorktel
Appriss Inc.	3.25%	2.00%	1.50%	9.50%	3.25%	0.00%	1.50%	13.50%
Arrosoft	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
AssetWorks	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
Avolve Software Corp	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
Bentley Systems	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
Binary Tech Systems	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
CentrisGrp	3.25%	2.00%	1.50%	9.50%	3.25%	0.00%	1.50%	13.50%
Checkpoint	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
Citrix	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
Commvault	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
County Business Systems	3.25%	2.00%	1.50%	9.50%	3.25%	0.00%	1.50%	13.50%
CSI Technology Group	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
Dell	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
ForeScout	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%

¹¹ Enterprise Licensing Agreement (ELA) – an agreement to license the entire population of an entity accessing a software or service for a specified period of time for a specified value.

¹² Executive Branch Using Agencies must follow Section 1.5 of this Method of Operation when purchasing Adobe.

Tier 2 Software Reseller Cost Plus Percentage Markups/ or Cost Minus Percentage Markdowns COTS, SaaS, maintenance and support and Appliances					Tier 2 Software Reseller Cost Plus Percentage Markups/ or Cost Minus Percentage Markdowns Software Related Services			
ForgeRock	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
Genesis Systems	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
GoGuardian	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
HP	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
Kofax	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
McAfee	2.00%	0.45%	1.75%	9.50%	2.00%	0.00%	1.75%	13.50%
MTW Solutions	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
NC4 Public Sector LLC	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
New Jersey Business Systems, Inc.	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
OpenText	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
PacketTalk,LLC	3.25%	2.00%	1.50%	9.50%	3.25%	0.00%	1.50%	13.50%
ProPhoenix	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
Quest	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
RSA Security	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
Red Hat Software	3.25%	0.50%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
SANS Institute	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
SAS	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
SolarWinds	2.00%	2.00%	1.75%	9.50%	2.00%	0.00%	1.75%	13.50%
SOPHOS	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
Spatial Data Logic	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
Sunrise Systems	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
Swiftreach	3.25%	2.00%	1.50%	9.50%	3.25%	0.00%	1.50%	13.50%
Syscon	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
System Automation	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
Vehicle Tracking Solutions	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%
Venture Technologies	3.25%	2.00%	1.75%	9.50%	3.25%	0.00%	1.75%	13.50%

Tier 3 Software Reseller Cost Plus Percentage Markups/ or Cost Minus Percentage Markdowns COTS, SaaS, maintenance and support and Appliances					Tier 3 Software Reseller Cost Plus Percentage Markups/ or Cost Minus Percentage Markdowns Software Related Services			
Manufacturer / Software Publisher	CDW	Dell	Insight	Yorktel	CDW	Dell	Insight	Yorktel
<i>Any other non-enumerated Software Publisher</i>	3.25%	2.00%	3.75%	12.00%	3.25%	0.00%	3.75%	15.00%

3.0 CONSIDERATIONS FOR SPECIFIC TYPES OF PURCHASES

3.1 PURCHASE OF NEW SOFTWARE

Regardless of the cost, for all purchases of new software (i.e. software that is not currently in use by the Using Agency), the Using Agency must demonstrate that it considered other Software Publishers that provide similar functionality with which there is already an existing Custom Agreement. The Using Agency must provide a technical and business justification supporting the selection of a new Software Publisher. The Using Agency will not receive approval from New Jersey Office of Information Technology (OIT) for such purchases without demonstrating that Software Publishers with existing Custom Agreements were considered.

3.2 PURCHASE OF SOFTWARE AS A SERVICE (SAAS)

Security approval from OIT and/or the Office of Homeland Security and Preparedness (OHSP) is required for the purchase of most SaaS solutions. Contact the State Contract Manager for information on the OIT/OHSP Security approval process and to determine: (1) whether a software solution meets the State's definition of SaaS and (2) whether the specific SaaS solution requires OIT/OHSP Security approval. The Using Agency may be asked to provide additional information.

3.3 PURCHASE OF SOFTWARE RELATED SERVICES

In accordance with Section 3.3.6 of the T3121 Bid Solicitation, Section 8 of the Software Publisher/Services Provider Terms and Conditions, and applicable Circulars, a Scope of Work approved by the State Contract Manager is required for purchases of software related services in excess of \$25,000. OIT/OHSP Security approval may also be required for the purchase of software related services. Contact the State Contract Manager for information on the OIT/OHSP Security approval process and to determine whether the specific software related services require OIT/OHSP Security approval. The Using Agency must provide available information about the vendor, the use case, and the software related services to be performed. Please see Attachment A to this Method of Operation for the scope of work requirements in these cases.

3.4 PURCHASES THAT EXCEED A TOTAL YEARLY COST OF \$1,000,000

Any purchase that exceeds a total yearly cost of \$1,000,000 (total yearly cost includes all on-premise or SaaS licenses, maintenance, technical support, software related services and appliances) shall be excluded from this Contract and must be acquired through an advertised procurement or other contract vehicle.

With prior approval from OIT and the Department of the Treasury, Division of Purchase and Property (DPP) approval, the \$1,000,000 limitation will not apply in the following situations:

1. Where a Using Agency is moving a previously deployed, on-premises solution into a Publisher's SaaS solution, and
2. Executive branch-wide SaaS solutions which are centrally managed by OIT/OHSP.

DPP will not grant exceptions to the \$1,000,000 per year limitation where DPP, in its sole discretion, determines that the technology should be procured via another procurement vehicle.

4.0 CUSTOM AGREEMENTS

4.1 WHEN A CUSTOM AGREEMENT IS REQUIRED; EXCEPTIONS

A Custom Agreement must be created, before a purchase can be made, in any of the follow instances:

1. SaaS purchases where any of the following apply (OIT State Contract Manager should be contacted if Using Agency is unsure if SaaS purchase requires a Custom Agreement):
 - a. State Data¹³ is stored or accessed by the Publisher;
 - b. The solution is managing a critical State business function;
 - c. The solution requires State-specific limited customization in order for the State to use; or

¹³ State Data includes Personal Data and Non-Public Data.

2. A Using Agency seeks to obtain a software solution, not for use by the Using Agency's employees, but for the benefit of third party citizens in the State of New Jersey, and the third party citizens would be required to give any personal, confidential, or sensitive data to the Software Publisher; or
3. Purchases of \$50,000 or more.

Custom Agreement Exception for Subscription Services

Software purchases whereby a Using Agency does not give any data to a Software Publisher, but the Using Agency is required to pay a yearly fee in exchange for receiving or being able to create a username and password to log in to a web browser for the sole purpose of viewing data from a Software Publisher, may not require the creation of a Custom Agreement. Please contact the OIT State Contract Manager or DPP Technology Licensing Officer for guidance and a determination as to whether a Custom Agreement is required in such circumstances.

Custom Agreement Exception Requests

The OIT State Contract Manager and the DPP Technology Licensing Officer may collectively determine, in other instances, that a purchase does not require a Custom Agreement. When an exception is approved, the agency may proceed with the purchase without a Custom Agreement.

To request an exception, the Using Agency must send an email to the OIT State Contract Manager and DPP Technology Licensing Officer outlining the following:

1. The name of the Service Provider/Software Publisher,
2. A description of the software or solution being procured. Include details addressing:
 - a. The functions of the service/software and the intended use case the solution is intended to address,
 - b. A description of the State data used in or sent to the service/software,
 - c. An overview of the anticipated deployment of the service/software within the agency, and
 - d. Cost of the service/software, both initially and for potential renewal years (including whether the software is a free trial, limited proof of concept, or other term-related pricing information).
3. A statement from the Using Agency Chief Information Officer (CIO) and Chief Information Security Officer (CISO) that the solution – including the Publisher's Terms and Conditions – have been reviewed from a business and security perspective and both the CIO and CISO agree with accepting the risks of moving forward with the solution notwithstanding the lack of a Custom Agreement.
4. An acknowledgment from the Using Agency that it is responsible for collecting all statutorily required forms from the Publisher. These documents must be retained by the Using Agency and may be subject to audit.

Moreover, the Using Agency is responsible for determining the appropriate amounts of Insurance and collecting Certificates of Insurance from the Publisher.¹⁴

The Using Agency must retain the Custom Agreement Exception approval in its procurement file.

4.2 PROCEDURE FOR DEVELOPING A CUSTOM AGREEMENT

The Custom Agreement Intake Packet shall include the following documents:

1. Completed Intake Form
2. All required procurement forms and certifications,
3. Certificate of Insurance;

General Commercial Liability	\$1M
Auto	\$1M
Workers Comp	\$1M bodily injury each occurrence \$1M disease each employee \$1M disease aggregate limit
Professional Liability	\$2M

¹⁴ It is the Using Agency's responsibility to consult with the Department of the Treasury, Division of Risk Management to determine the appropriate levels of Insurance that should be required from a Software Publisher for any purchase made under T3121. It is not the responsibility of the State Contract Manager and Technology Licensing Officer to determine the appropriate amounts of Insurance. Using Agencies may use the chart in Section 4.2 of this Method of Operations as a guide.

Cyber Breach or its equivalent ¹⁵	\$2M or higher if appropriate based upon the data being given by the State to the Provider and the level risk involved.	
	Level of Risk	Data Breach and Privacy/Cyber Liability Minimum Insurance Coverage
	Low	\$2,000,000
	Moderate	\$5,000,000
	High	\$10,000,000
The Certificate of Insurance must contain the following additional insured language: “The State of New Jersey, its officers and employees and Authorized Purchasers are included as Additional Insureds with respect to the Commercial General Liability and Automobile Liability coverages as required by written contract.”		
The certificate holder box must list the State of NJ as follows: State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, PO Box 236, Trenton, New Jersey 08625		

4. Signed State of New Jersey Software Publisher/Service Provider Terms and Conditions;
5. Signed Software as a Service (SaaS) Supplement to the Software Publisher/Service Provider Terms and Conditions (SaaS only);
6. OHSP Security Questionnaire or equivalent document prepared by Publisher and approved by OHSP Security (SaaS only);
7. Software Publisher/Service Provider SFA(s)¹⁶;
8. Technology Initiation Proposal (TIP) Date.

Obtaining a Custom Agreement with a Software Publisher/Service Provider may require lengthy negotiations. For planning purposes, the Using Agency is advised to allow – 2-4 months after its completed intake package is submitted to OIT for software and software related services, and – 4-6 months for SaaS.

4.3 CUSTOM AGREEMENT RENEWALS

A Custom Agreement is executed with a fixed term of six (6) years. As the expiration of the Custom Agreement approaches, the sponsoring Using Agency will be contacted by the OIT State Contract Manager to begin the renewal process. A Custom Agreement renewal requires the Using Agency work with the Publisher to collect all statutorily required forms from the Publisher.

Expedited Renewal Process

If the OIT State Contract Manager and DPP Technology Licensing Officer determine that, upon receipt of a renewal request, (1) the State does not require significant updates to the Custom Agreement and (2) the Publisher does not require any update or changes to the terms of the Custom Agreement, the Custom Agreement may be extended for an additional term based on mutual agreement between the State and the Publisher. The OIT State Contract Manager and DPP Technology Licensing Officer retain sole discretion on whether updates are required to the Custom Agreement. Should any changes be needed due to either modified statutory requirements, a change in scope of products or services, or updated SFAs, the Custom Agreement will need to be renegotiated and it will be ineligible for this expedited renewal process.

To initiate the Expedited Renewal Process, the Using Agency must send an email to the OIT State Contract Manager and DPP Technology Licensing Officer with the following:

1. The name of the Software Publisher/Service Provider.
2. A description of the software or solution being renewed. Include details addressing:
 - a. The existing use case,
 - b. The scope of products and services sought from the Publisher (including whether there is an intent to add or change the scope in the future), and
 - c. Any outstanding payments owed, if any, along with due dates.
3. A statement from the Publisher that it does not require any significant updates or changes to the terms or scope of the Custom Agreement. Where changes are requested by the Publisher, they must be articulated in writing. The OIT State Contract Manager and DPP Technology Licensing Officer retain sole discretion on determining whether requested updates are significant. Should significant changes be

¹⁵ The Using Agency should be reviewing the data to be transferred to the Software Publisher and consider the risk involved with a data breach in selecting the appropriate level of Cyber Breach insurance to be applied. The Using Agency may need to consult with the Department of the Treasury, Division of Risk Management in reaching this determination prior to any documents being sent to the Software Publisher for review.

¹⁶ Standard Form Agreement (SFA) – Software Publisher/Service Provider’s standard agreement(s) that include terms and conditions applicable to a particular purchase.

requested the Custom Agreement will need to be renegotiated and it will be ineligible for this expedited renewal process.

4. A full set of refreshed statutorily required forms from the Software Publisher/Service Provider.

If a Custom Agreement is unable to be extended using the Expedited Renewal Process, the process for forming a new Custom Agreement set forth above shall apply.

Attachment A

All Software Related Services (SRS) engagements under this Contract require a Scope of Work (SOW). It is the Using Agency's responsibility to review and approve each SOW to ensure it includes and addresses, in sufficient detail, all of the Using Agency's business needs. Prior to placing orders, Using Agencies should review applicable Circular letters and ensure compliance.

The Using Agency and OIT shall review the SOW and ensure that, at a minimum, it meets the following requirements.

1. May not be labeled confidential or proprietary in whole.
2. Must be on the Provider's letterhead.
3. If a sub-contractor is being used to provide services, the sub-contractor must be named in the SOW and the Provider must provide the following for the sub-contractor:
 - a. A copy of the sub-contractor's State of NJ Business Registration Certificate;
 - b. A copy of the sub-contractor's current NJ Affirmative Action Certificate.
4. Must not contain Provider terms that conflict with the Custom Agreement (Custom Agreement number must be noted on the SOW).
5. Must include a detailed description of the deliverables and services the Provider is required to provide to the Using Agency.
6. Must include Acceptance Criteria of deliverables and services.
7. Must define Roles and Responsibilities of Provider and Using Agency.
8. Must include the cost of the deliverables and services.
9. Must include the hourly rate(s) associated with the services provided, as the basis for pricing additional work, if required.
10. Hourly rates should be provided for each skill category, however, a blended rate is acceptable so long as the Using Agency and Provider understand this is the rate to be used to price additional work.
11. May not include travel expenses or other additional expenses such as meals and lodging.
12. Must describe a Change Control procedure such that no changes to the SOW can be made without the Using Agency's written approval.
13. Must include Providers Standard Form Agreement (SFA) if a license is part of the deliverables or services being provided.
14. Provider's Service Level Agreement (SLA) if a license is part of the deliverables or services being provided.
15. Key Performance Indicators (KPIs) must be established, and the provisions of the Service Level Agreement (SLA) or description of the deliverable or service that impact each KPI must be identified explicitly.

If a Services Provider will have access to State Data in a testing or production environment, the SOW must adhere to the following additional requirements:

1. Data must not be accessed outside the U.S.;
2. Recovery Time Objectives must be defined, and Business Continuity and Disaster Recovery plans must comply with the defined RTOs;
3. The level of protection and encryption must be stated for all Personal and Non-Public Data and meet or exceed the level of protection and encryption as required by NJCCIC's SISIM based on the type of Data;
4. Post-termination assistance needed by Using Agency must be stated; and
5. Specific security log or reports requirements/requests must be stated.