



Request for Proposal 07-X-36826

For: Emergency Radio/Telephone Systems (911 Dispatch, etc) including Accessories

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	02/28/2007	5:00 PM
Mandatory Pre-bid Conference	N/A	
Mandatory Site Visit	N/A	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	04/05/2007	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

<p>Small Business Set-Aside (Refer to RFP Section 4.4.1.4 for more information.)</p>	<p>Status</p> <p><input type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> Entire Contract</p> <p><input type="checkbox"/> Partial Contract</p> <p><input checked="" type="checkbox"/> Subcontracting Only</p>	<p>Category</p> <p><input type="checkbox"/> I</p> <p><input type="checkbox"/> II</p> <p><input type="checkbox"/> III</p>
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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
Cooperative Purchasing Members

Date: February 14, 2007

Table of Contents

NOTICE TO BIDDERS	5
1.0 INFORMATION FOR BIDDERS.....	6
1.1 PURPOSE AND INTENT	6
1.2 BACKGROUND	6
1.3 KEY EVENTS	7
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD.....	7
1.3.2 SUBMISSION OF BID PROPOSAL.....	7
1.4 ADDITIONAL INFORMATION	8
1.4.1 ADDENDA: REVISIONS TO THIS RFP	8
1.4.2 BIDDER RESPONSIBILITY	8
1.4.3 COST LIABILITY.....	8
1.4.4 CONTENTS OF BID PROPOSAL	8
1.4.5 BID OPENING	9
1.4.6 PRICE ALTERATION	9
1.4.7 BID ERRORS.....	9
1.4.8 JOINT VENTURE	10
1.5 PRICE LIST AND OR CATALOG PRICING	10
2.0 DEFINITIONS	11
2.1 GENERAL DEFINITIONS	11
2.2 CONTRACT SPECIFIC DEFINITIONS.....	12
3.0 SCOPE OF WORK.....	14
3.1 EQUIPMENT CATEGORIES	14
3.1.1 CALL ANSWERING EQUIPMENT (9-1-1).....	14
3.1.2 INSTANT PLAYBACK RECORDER	14
3.1.3 LOGGING RECORDERS	15
3.1.4 COMPUTER AIDED DISPATCH (CAD) SOFTWARE	15
3.1.5 WIRELESS 9-1-1 LOCATION VALIDATION EQUIPMENT	15
3.1.6 WIRELESS 9-1-1 LOCATION ACCURACY TESTING SERVICES.....	16
3.1.7 TRAINING SIMULATORS AND SOFTWARE.....	16
3.2 SYSTEMS AND TERMINAL EQUIPMENT GENERAL REQUIREMENTS.....	16
3.2.1 COMPATIBILITY.....	16
3.2.2 CONTRACTOR RESPONSIBILITY - ON SITE SYSTEM EQUIPMENT	16
3.2.3 STANDARD AND CODES.....	17
3.2.4 UNINTERRUPTIBLE POWER SUPPLY (UPS).....	18
3.2.5 INSTALLATION/PROVISIONING	18
3.2.6 SYSTEM DOCUMENTATION	19
3.2.7 WARRANTY	19
3.2.7.1 WARRANTY.....	19
3.2.7.2 REPLACEMENT PARTS	19
3.2.8 TROUBLE REPORT / PROBLEM INTAKE	20
3.2.9 RESPONSE TIME – WARRANTY AND POST WARRANTY (MAINTENANCE)	20
3.2.10 MAINTENANCE FOLLOWING WARRANTY PERIOD	21
3.2.10.1 MAINTENANCE PLANS	21
3.2.11 REPLACEMENT PARTS FOR WARRANTY AND POST-WARRANTY	22
3.2.12 TRAINING	23
3.2.13 CUSTOM DESIGN AND ENGINEERING	23
3.3 GENERAL REQUIREMENTS.....	23
3.3.1 PROCEDURAL REQUIREMENTS AND AMENDMENTS	23
3.3.2 DELIVERY	23
3.3.3 RETURNS.....	24
3.3.3.1 PRODUCT DEFECT	24
3.3.3.2 AGENCY ERROR.....	24
3.3.4 PACKING AND SHIPPING	24

3.3.5 CURRENT PRODUCTION ITEMS	25
3.3.6 ITEMS ORDERED AND DELIVERED	25
3.3.7 CUSTOMER SUPPORT SERVICE	25
3.3.8 ORIGINAL EQUIPMENT AND MANUFACTURER.....	25
3.3.8.1 AUTHORIZED DEALER/DISTRIBUTOR.....	25
3.3.9 MANUFACTURER DEALER/DISTRIBUTOR BIDDING	25
3.3.10 NEW TECHNOLOGY	26
3.3.11 ADDITIONS, SUBSTITUTIONS, DELETIONS	26
3.3.12 LEASE/PURCHASE	27
3.3.13 METHOD OF OPERATION	27
4.0 BID PROPOSAL PREPARATION AND SUBMISSION.....	27
4.1 GENERAL.....	27
4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION	27
4.3 NUMBER OF BID PROPOSAL COPIES	28
4.4 BID PROPOSAL CONTENT	28
4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL.....	28
4.4.1.1 SIGNATORY PAGE.....	28
4.4.1.2 OWNERSHIP DISCLOSURE FORM.....	28
4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER	28
4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM.....	29
4.4.1.5 SUBCONTRACTOR UTILIZATION FORM.....	29
4.4.1.6 PUBLIC WORKS CONTRACTOR REGISTRATION	29
4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL.....	29
4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE	29
4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL	30
4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION	30
4.4.3.2 AFFIRMATIVE ACTION.....	30
4.4.3.3 SERVICES SOURCE DISCLOSURE FORM.....	30
4.4.3.4 MANUFACTURER DEALER/DISTRIBUTOR PRICING	30
4.4.4 TECHNICAL PROPOSAL.....	30
4.4.4.1 MANAGEMENT OVERVIEW	31
4.4.4.2 CONTRACT MANAGEMENT	31
4.4.4.3 CONTRACT SCHEDULE.....	31
4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN.....	31
4.4.4.5 POTENTIAL PROBLEMS	31
4.4.4.6 TECHNICAL REQUIREMENTS.....	31
4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE	32
4.4.5.1 LOCATION.....	32
4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)	32
4.4.5.3 RESUMES	33
4.4.5.4 BACKUP STAFF	33
4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM).....	33
4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE	33
4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER.....	33
4.4.5.8 SUBCONTRACTOR(S).....	34
4.4.6 PRICE SCHEDULE	35
5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	36
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	36
5.2 CONTRACT TERM AND EXTENSION OPTION.....	36
5.3 CONTRACT TRANSITION	36
5.4 CONTRACT AMENDMENT	37
5.5 CONTRACTOR RESPONSIBILITIES.....	37
5.6 SUBSTITUTION OF STAFF	37
5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)	37
5.8 OWNERSHIP OF MATERIAL.....	38
5.9 DATA CONFIDENTIALITY	38
5.10 NEWS RELEASES	38

5.11 ADVERTISING.....	39
5.12 LICENSES AND PERMITS.....	39
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 CONTRACT REQUIREMENTS.....	39
5.14 LATE DELIVERY.....	39
5.15 RETAINAGE.....	39
5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK.....	39
5.17 SUSPENSION OF WORK.....	40
5.18 CHANGE IN LAW.....	40
5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE).....	40
5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS.....	40
5.21 FORM OF COMPENSATION AND PAYMENT.....	41
5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD.....	41
5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 05 09 06.....	42
5.22.1 PATENT AND COPYRIGHT INDEMNITY.....	42
5.22.2 INDEMNIFICATION.....	42
5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE.....	43
5.23 CONTRACT ACTIVITY REPORT.....	43
6.0 PROPOSAL EVALUATION.....	44
6.1 PROPOSAL EVALUATION COMMITTEE.....	44
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL.....	44
6.3 PROPOSAL EVALUATION.....	44
6.3.1 PROPOSAL EVALUATION – LINE ITEMS 1-52.....	44
6.3.2 PROPOSAL EVALUATION – LINE ITEMS 53-55.....	45
6.3.3 PROPOSAL EVALUATION – LINE ITEMS 56-59.....	45
6.3.4 PROPOSAL EVALUATION – LINE ITEMS 60-65.....	45
6.3.5 BID DISCREPANCIES.....	45
6.3.6 EVALUATION OF THE BID PROPOSALS.....	45
6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO).....	46
7.0 CONTRACT AWARD.....	46
7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD.....	46
7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134).....	46
7.1.1.1 DEFINITIONS.....	46
7.1.1.2 BREACH OF TERMS OF THE LEGISLATION.....	47
7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS.....	47
7.1.1.4 STATE TREASURER REVIEW.....	48
7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271.....	48
7.1.2 SOURCE DISCLOSURE REQUIREMENTS.....	48
7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2.....	48
7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS.....	48
7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129.....	49
7.2 FINAL CONTRACT AWARD.....	49
7.3 INSURANCE CERTIFICATES.....	49
7.4 PERFORMANCE BOND.....	49
8.0 CONTRACT ADMINISTRATION.....	50
8.1 CONTRACT MANAGER.....	50
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES.....	50
8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER.....	50
SCHEDULE A.....	51
SCHEDULE B.....	52
SCHEDULE C.....	53
SCHEDULE D.....	54
SCHEDULE E.....	55
SCHEDULE F.....	56
SCHEDULE G.....	57

NOTICE TO BIDDERS

SET-ASIDE CONTRACTS

N.J.S.A 52:32-17, N.J.A.C. 17:13, 12A:10

Pursuant to the provisions of the New Jersey statute and administrative code cited above, this contract, or a portion thereof, has been designated as a set-aside contract for Small Business. As such, as indicated on page one of this document, eligibility to bid is limited to bidders (or subcontractors, as applicable) that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce). The definitions of each Small Business set-aside category can be found at N.J.A.C. 17:13-1.2 or N.J.A.C. 12A:10-1.2.

"Small Business" means a business that has its principal place of business in the state of New Jersey, is independently owned and operated, and has no more than 100 full-time employees.

The new program places Small Business into the following categories: (I) those with gross revenues up to \$500,000; (II) those with gross revenues of up to \$5 million; and (III) those with gross revenues that do not exceed \$12 million. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, proof of its current registration as a qualifying Small Business with New Jersey Commerce, Economic Growth and Tourism Commission. Any business that seeks to register as a Small Business is required to submit a fee along with its application to Commerce.

All necessary forms and any additional information concerning registration may be obtained by contacting Commerce's office of Small Business services, by telephone at the number below, or by mail, or in person between the hours of 9:00 am and 5:00 pm at the address below:

**NEW JERSEY COMMERCE, ECONOMIC GROWTH AND TOURISM COMMISSION
OFFICE OF SMALL BUSINESS SERVICES
20 WEST STATE STREET - 4TH FLOOR
PO BOX 820, TRENTON, NJ 08625-0820**

TELEPHONE: 609-292-2146

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the State of New Jersey, Office of Information Technology. The purpose of this RFP is to solicit bid proposals for 9-1-1 Telecommunication Equipment. This RFP will award contracts to procure new systems and maintain legacy systems. In addition, awards will be made for additions and maintenance to existing communication systems based on brand-specific line items.

The labor portion of this RFP is restricted to the installation and maintenance of equipment awarded under this contract. Wiring for moves, adds and changes will be restricted to installed legacy systems equipment only. Awards under this contract will not be made for labor or wiring/cabling only. A separate State contract covering cabling is under development.

This RFP and the resulting contract(s) are not intended to and shall not provide products and/or services contained in other State contracts.

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms & Conditions version 05 09 06 will 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 this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

The Office of Emergency Telecommunications Services (OETS) is responsible for administering the State's information services to assure efficiency and economy. OETS is directed by the Office of Information Technology (OIT), an agency of New Jersey State government,

Presently, there are three hundred and thirty (330) Public Safety Answering Positions (PSAPs) geographically located in New Jersey. Last year approximately eight and one-half million 9-1-1 calls were transferred, or dispatched to the appropriate public service agency.

Additional background information can be found at the following web address:
<http://www.state.nj.us/911/>

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

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

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

**BID RECEIVING ROOM - 9TH FLOOR
PURCHASE 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 Purchase Bureau can be found at the following web address:

<http://www.state.nj.us/treasury/purchase/directions.htm>

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to (609) 292-4751. The Purchase Bureau will not respond to substantive questions related to the RFP or any contract.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

<http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>.

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

By signing the cover sheet of this RFP, the 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 partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At

such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 BID OPENING

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION

Bid 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 contract award from being made to the bidder.

1.4.7 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. Some of the factors that may be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given 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 bidder's intention is not readily

discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

1.5 PRICE LIST AND OR CATALOG PRICING

The bidder's signature guarantees that prices set forth within the manufacturers' preprinted price lists and/or catalogs shall govern for the period of the contract. The bidder also acknowledges that, notwithstanding any reference to price escalation clauses, FOB shipping point, and shipping charges contained in the preprinted price lists, catalogs, and/or literature, such references shall not be part of any State contract awarded as a result of this RFP.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum – Written clarification or revision to this RFP issued by the Purchase Bureau.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, licenses, clerical support, travel expenses, per diem, 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.

Amendment – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

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

Contract – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

Contractor – The bidder awarded a contract resulting from this RFP. Also referred to as the Implementation contractor.

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.

Division – The Division of Purchase and Property

Evaluation Committee – A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a 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. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

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

May – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

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

Should – Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work, as set forth in [Sections 8.1, 8.1.1 and 8.1.2.](#)

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

State – State of New Jersey.

Subcontractor – An entity having an arrangement with a State contractor, where the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor. A sub-contractor can not directly receive purchase orders or payments under a State contract,

Task – A discrete unit of work to be performed.

Using Agency[ies] – The entity[ies] for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT SPECIFIC DEFINITIONS

Authorized Dealers – A firm having an arrangement with a manufacturer who is a State contractor, where the firm is authorized by the contractor to use its contract number. The firm may use the contract number to sell the manufacturer's (contractor's) products and/or services to the Using Agencies. The firm may receive purchase orders and payments directly. The authorized dealer has no legal relationship with the State; its only relationship is with the contractor.

Equipped For Capacity- The maximum number of telephone lines, trunks and stations that can be supported by the available hardware.

Automatic Location Identification (ALI) – The database interface and retrieval capability providing the E911 system with current, specific employee or tenant location information to expedite emergency response times to the site of the emergency, not just to the building or office location.

Automatic Number Identification (ANI) - The automatic display of the calling party's telephone number.

Commission - The New Jersey State 9-1-1 Commission established pursuant to [N.J.A.C. 52:17C-2](#) which shall assist the Office of Emergency Telecommunication Services in planning, design, and implementation of the statewide enhanced 9-1-1 telephone system.

Computer Aided Dispatch (CAD) - A computer system designed to assist PSAP operators and dispatchers to increase the efficiency and accuracy of dispatching public safety services.

Console - An electronic answering position used to receive incoming calls, view incoming call information, and distribute calls to proper destination.

FOB Destination – Free on Board – Term indicating when the seller's responsibility ends and the buyer's begin.

Instant Playback Recorder as defined in N.J.A.C. 17:24-2.1 (a)5 - Instant playback voice recorder that records and is capable of instantly replaying a 9-1-1 call or Instant playback voice/ALI screen recorder that records and is capable of instantly replaying a 9-1-1 call and ALI data.

Logging Recorder as defined in N.J.A.C. 17:24-2.1(f) - Each 9-1-1 line or each 9-1-1 terminal shall be connected to a logging recorder that records and time date stamps the disposition of all 9-1-1 calls.

Public Safety Answering Point (PSAP) - The first point of reception of a 9-1-1 call.

Public Safety Dispatch Point (PSDP) - The location that provides dispatch services for one or more public safety agencies.

Refurbished - Term used in the secondary telecom equipment business to describe telecom equipment that has been cleaned, polished, resurfaced and returned to a "like-new" appearance. Refurbishing means that the equipment has been completely tested and is ready for installation.

Remanufactured - Equipment, parts and/or systems that have been repaired and upgraded to the latest higher revision level. The remanufacturing process makes the equipment (used or new) into a finished product that is the latest release and ready for resale. Remanufactured is a term for the highest level of refurbished equipment.

TDD – Abbreviation for Telecommunication Device for the Deaf. Device allows a person to transmit typed messages over the phone lines to another person with a TDD. TDD's may include a keyboard for typing messages to send and a display and/or printer to receive messages.

TTY - Abbreviation for teletypewriter. Machinery or equipment that employs interactive text based communications through the transmission of coded signals across the telephone network. TTYs may include, for example, devices known as TDDs or computers with special modems. TTYs are also called text telephones.

Update – A maintenance fix to enhance functionality and overcome glitches in current version of software. It is not a major release or version change.

Upgrade – It is a new release of software that will replace the current installed version to provide improved functionality.

3.0 SCOPE OF WORK

The equipment and services to be acquired are for the purchase, installation, warranty, maintenance and repair of 9-1-1 Telecommunication Equipment.

3.1 EQUIPMENT CATEGORIES

The categories of 9-1-1 Telecommunication Equipment included in this RFP are as follows

1. Call Answering Equipment (9-1-1) - [Section 3.1.1](#)
2. Instant Playback Recorder - [Section 3.1.2](#)
3. Logging Recorders - [Section 3.1.3](#)
4. Computer Aided Dispatch (CAD) Software - [Section 3.1.4](#)
5. Wireless 9-1-1 Location Validation Equipment - [Section 3.1.5](#)
6. Wireless 9-1-1 Location Accuracy Testing Services - [Section 3.1.6](#)
7. Training Simulators and Software - [Section 3.1.7](#)

3.1.1 CALL ANSWERING EQUIPMENT (9-1-1)

9-1-1 Call Answering, aka, Call Taking, equipment shall be able to terminate all incoming 9-1-1 lines and shall have the following features and capabilities:

- Automatic Number Identification (ANI) display - The automatic display of the ten-digit number used to place a 9-1-1 call.
- Automatic Location Identification (ALI) database interface and retrieval capability in response to an incoming 9-1-1 call in both 10 and 20 digit format
- Automatic Location Identification (ALI) display - The automatic display of information on a computer-like screen, which displays the geographical location of the telephone, used to place a 9-1-1 call. The ability to perform a repeat recall on ALI
- Querying the mobile call back number for wireless calls.
- Selective, fixed and 3 way transfer/conference capability.
- Printer interface - automatic printing of the call detail record information to a printer.
- Recorder interface - equipment must interface with logging recorder equipment and instant playback voice recorders
- PSAP equipment must be able to detect incoming TTY calls. Each PSAP position shall be capable of identifying and servicing TTY calls. TTY equipment shall comply with the Americans with Disabilities Act (ADA) requirements.
- CAD Interface - PSAP equipment must be capable of interfacing with Computer Aided Dispatch (CAD) equipment for ANI and ALI interface.
- PSAP equipment shall be accessible by using either a handset or headset interchangeably without any modification.

3.1.2 INSTANT PLAYBACK RECORDER

The Instant playback recorder is a device that records voice or voice/ALI data and is capable of instantly replaying the same. This voice recorder includes a short term (non-archived) voice storage designed to allow the user to recall the most recent telephone and radio calls. The product should be scalable for use by small, medium and large PSAPs. Equipment functionality shall include:

- Simultaneous Record and Playback of telephone and radio messages
- Rewind and Fast Forward buttons

- Records and displays during playback ALI-captured phone number
- Volume controls
- Each position shall be equipped with the ability to access these features

3.1.3 LOGGING RECORDERS

Logging recorder is a device that electronically records all voice communications and transactions on the 9-1-1 network at PSAPs and PSDPs. A logging recorder provides date/time information, is operative on a continuous or controlled basis, and is primarily for archival purposes. Each emergency telephone line or each emergency answering position must be recorded on a logging recorder. The product should be scalable for use by small, medium and large PSAPs. Equipment functionality shall include:

- Dual decks/drives such that failure or unavailability of one (1) deck/drive will cause the other deck drive to automatically take over the recording function.
- The ability to search for calls by position, telephone number, channel and date & time.
- Minimum storage for 30 days
- Archive and retrieval functionality.

3.1.4 COMPUTER AIDED DISPATCH (CAD) SOFTWARE

Computer Aided Dispatch (CAD) is software designed to assist PSAP/PSDP operators and dispatchers to increase the efficiency and accuracy of dispatching public safety services.

Equipment functionality shall include, at a minimum:

- Software able to reside on a fault tolerant computer system.
- Automatic address input via ANI/ALI interface
- Information entered once to be accessible across all applications
- Integrated mapping allowing graphical plotting.
- Report function (operational and system)
- Archive and retrieval functionality

3.1.5 WIRELESS 9-1-1 LOCATION VALIDATION EQUIPMENT

Wireless 9-1-1 Location Validation equipment is used to conducting validation of the Federal Communications Commission (FCC) adopted accuracy and reliability requirements for ALI as part of its rules for wireless carrier Enhanced 9-1-1 service in CC Docket No. 94-102. Equipment and software functionality shall include, at a minimum:

- Meet all requirements as outlined in the FCC OET-71 Bulletin: http://www.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet71/oet71.pdf
- Rugged laptop computer designed and built for heavy-duty use that includes the following features:
 - Shock-mounted components, including disk drives, circuit boards, keyboard and display
 - Keyboard, displays and ports sealed against dust and moisture
 - Display designed for use in various lighting conditions
 - Cases made of magnesium, titanium or other durable lightweight materials
 - Touch screen displays for input
 - Meets U.S. Military Standard MIL-STD-810F with ability to mount in a vehicle.
- Windows XP Professional
- Intel Pentium M 738 Processor
- 60 Gigabit hard drive
- Anti-glare Active Matrix color LCD
- Global Positioning System with Wide Area Augmentation System (WAAS) capability and external antenna

- Data collection unit

3.1.6 WIRELESS 9-1-1 LOCATION ACCURACY TESTING SERVICES

Wireless 9-1-1 Location Accuracy Testing Services is used to conduct validation of the FCC adopted accuracy and reliability requirements for ALI as part of its rules for wireless carrier Enhanced 9-1-1 service in CC Docket No. 94-102. The testing service shall comply with OET-71 guidelines:

http://www.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet71/oet71.pdf. The testing service shall have the following minimum functionality:

- The ability to define test boundaries
- The ability to select the number of test points
- Allow test points to be randomly generated or user specific
- Standard marketed cell phone shall be used for testing
- Approved scripts to be used in the test process
- Ability to generate reports showing test locations and accuracy

3.1.7 TRAINING SIMULATORS AND SOFTWARE

A 9-1-1 simulator is an electronic call taking and dispatching device that recreates the 9-1-1 PSAP Communications Center environment. It allows trainees to take 9-1-1 calls on phone lines, simulate dispatch functions and record the session. The training simulator shall provide the following functionality, at a minimum:

- Simulate full PSAP functionality
- Full ANI/ALI display
- Ability to interact with caller via phone simulation
- Transfer/conferencing functions
- Programmable ALI and CAD format screens and error displays
- Mapping simulation for wireless calls

3.2 SYSTEMS AND TERMINAL EQUIPMENT GENERAL REQUIREMENTS

3.2.1 COMPATIBILITY

All proposed telecommunication equipment and accessories must be compatible with all existing network and voice mail systems, primarily Centrex based, which are currently in use in the State of New Jersey. End to end dial access to these systems shall be required from anywhere within the State of New Jersey regardless of network carrier or equipment vendor.

The contractor shall be solely responsible for the compatibility of the proposed service and equipment with all circuits and facilities as provided by the Local Exchange Company (LEC) and all other common carriers to meet the requirements of these specifications.

3.2.2 CONTRACTOR RESPONSIBILITY - ON SITE SYSTEM EQUIPMENT

All proposed electrical, environmental and space requirements needed shall be approved in advance by the Using Agency. All equipment shall be installed in a Using Agency approved secure space and location. Coordination is required with the Using Agency on site contact for work activity within this space.

The contractor shall be responsible for the following on-site issues:

- Provide lightning and/or surge protection on all network and electrical circuits.

- Protect and secure all materials, supplies and equipment.
- Clean up and remove all debris and packaging material resulting from any work.
- Leave the premises in a clean and orderly condition.

3.2.3 STANDARD AND CODES

This section is in addition to the Standard Terms and Conditions, Paragraph 3.13, Performance Guarantee of Bidder.

All equipment and installation shall conform to all current applicable Federal, State and Local laws and regulations and Public Employees Occupational Safety and Health Act (PEOSHA) codes, be FCC registered and meet the electrical code standards established by national Electrical Code (NEC), Underwriters Laboratories (UL), Canadian Standards Association (CSA) and American Disability Act (ADA).

Where accessories are to be supplied, they must be compatible with all new and installed equipment.

9-1-1 Telecommunication Equipment must conform to:

- A. 9-1-1 Emergency Telecommunications System, N.J.A.C. 17:24-2.1 et seq.
- B. The following standards:
 - FCC – FCC Title 47: Part 15: part 68.
 - ANSI/TIA/EIA 568-B.1 - Commercial Building Telecom Cabling
 - ANSI/TIA/EIA 568-B.1 - Propagation Delay and Delay Skew Specifications for 100 ohm 4-Pair Cable
 - ANSI/TIA/EIA 568-B.1-5 - Transmission Performance Specifications for 4-Pair 100 ohm Category 5E Cabling.
 - ANSI/TIA/EIA 569 Telecom. Pathways and Spaces
 - ANSI/TIA/EIA 606 - The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
 - ANSI/TIA/EIA TSB 67 - Transmission Performance Specifications for Field Testing of Unshielded Twisted Pair Cabling Systems.
 - ANSI/TIA/EIA TSB 75 - Additional Horizontal Cabling Practices and Standards for Open Offices
 - Building Industry Consultant Services International (BICSI) - Telecommunications Distribution Manual.
 - NEMA –National Electrical Code
 - IEEE - 802.3
 - National Fire Protection Association (NFPA) - NFPA-70 National Electric Code.
 - Underwriters Laboratory (UL) Standards
- C. Installation must be compliant with:
 - N.J.A.C. 17:24
 - N.J.A.C. 5:23
 - N.J.A.C. 6.22
 - N.J.S.A. 18A:18
 - BOCA National Building Code
- D. Surge Compression and Line Conditioning Standards must conform to:
 - ANSI Standard C62.41.
 - IEEE Standard 587

- UL 1449 Standards for Safety: Transient Voltage Surge Suppressors.
- Federal Information Processing Standards (FIPS) Publication 94: Guidelines on Electrical Power for ADP Installations 9/83.
- NFPA 78: Lightning Protection Code for Buildings.

3.2.4 UNINTERRUPTIBLE POWER SUPPLY (UPS)

The proposed UPS shall be capable of providing continuous power to the equipment for one (1) hour in the event that the original power supply shuts down. The UPS proposed should be capable of operating equipment comparable to a small electronic key telephone system to a large PBX telephone system. This UPS should continuously operate from an inverter eliminating switchover time and provide the best isolation from power line fluctuations.

The UPS should be able to provide, but not be limited to, the following functions/features:

- Absorb power surges
- Full power during brownout
- Display the voltage/amperage current draw
- Display the voltage/amperage currently on line
- Eliminate noisy power sources
- Manual bypass switch
- Monitor and log the status of the power supply
- Provide alarms on error/trouble conditions
- Provide power for a period of time during blackouts
- Orderly and safe shutdown of system during prolonged power failure

The contractor shall provide UPS pricing for additional power capability as an option in the following lengths of time thirty (30) minutes, one (1) hour, four (4) hours, six (6) hours and eight (8) hours. ([See Schedule G](#))

3.2.5 INSTALLATION/PROVISIONING

The contractor should provide the following services, if required by the State, on all new, additions and /or upgrades to each system to be installed.

1. Assign Project Manager
2. Attend project meetings
3. Perform site survey
4. Provide daily status report on work performed
5. Provide station planning
6. Conduct station reviews
7. Identify required networking facilities
8. Establish change control process
9. Ensure total system software is provided on system tape/flash card prior to implementation
10. Install system, stations and associated products
11. Perform end to end test on all equipment and voice terminals
12. Establish in-service date
13. Establish user help desk for an agreed upon period of time
14. Cutover system
15. Resolution of user trouble reports
16. Perform final installation tests
17. Remove old equipment
18. Post installation/upgrade critique meeting
19. Review level of satisfaction with services provided

20. Provide contact and escalation list to using agency

The technical personnel that will install/upgrade the proposed system must be fully trained and certified by the manufacturer as qualified to install the proposed system.

All installation/upgrade plans must have prior approval from the Using Agency before implementation of service.

3.2.6 SYSTEM DOCUMENTATION

The contractor shall provide a complete set of administrative, installation, maintenance, operational, parts, user and training manuals with each new system installed and/or upgraded, including all adjunct equipment and telephones. Documentation in a standard electronic format should also be available as an option.

All documentation issued must be included in the original system price and replaced as update becomes available with each upgrade at no additional cost to the State.

3.2.7 WARRANTY

3.2.7.1 WARRANTY

All equipment and software must operate in accordance with the manufacturer's standard specifications and documentation with a warranty for a minimum period of one (1) year to begin after acceptance or sixty (60) days after delivery, whichever is earlier. Acceptance is when the equipment is installed either by the Using Agency or the contractor and the equipment is in good working order and is made operational in accordance with standard specifications and the equipment is accepted by the Using Agency. All repairs and replacement under the warranty is to be at no charge for parts, service and labor to the State of New Jersey.

Warranty for software includes all updates, upgrades or new releases made available during the warranty period.

If warranty repairs cannot be corrected on site, and the component requiring the repair is crucial to the operation of the system, the contractor must supply a replacement or loaner which is functionally equivalent at no charge to maintain the system while warranty repairs are being completed.

Extended warranty options may be proposed as described in [Section 4.4.4.6](#)

3.2.7.2 REPLACEMENT PARTS

Only new parts and materials are permissible when replacement of parts and materials are required in accordance with the manufacturer's guidelines to affect the necessary repairs. When manufacturer-specified replacement parts are unavailable, the contractor may propose substitute brands provided such brands are equal to or better than those contained in the manufacturer's manual. The burden of establishing interchangeability, suitability and quality of alternate or substitute replacement parts or materials lies with the contractor, and it shall furnish at its own expense all applicable technical literature or documentation and information necessary as required by the Using Agency. The Using Agency will review such information as may be provided by the contractor with respect to the comparable quality and suitability of alternate or substitute equipment, articles or materials. The Using Agency's decision shall be final.

The State will allow remanufactured parts provided the remanufactured part has a "like new warranty", or for good cause if a new part is not readily available because it is no longer in current production. The Using Agency shall make the determination to accept the parts under the aforementioned circumstances.

3.2.8 TROUBLE REPORT / PROBLEM INTAKE

Contractor shall maintain a toll-free telephone number 24 hours a day, 7 days a week for "trouble reporting" and technical support. Contractor shall provide a list of escalation telephone contact numbers for supervisory personnel of the contractor's trouble reporting center.

Trouble reporting and technical support during the warranty period shall be at no cost to the State. The post-warranty period rates shall be included in [Schedule B](#).

Authorized dealers of the manufacturer who receive a purchase order directly from the Using Agency must comply with the requirements of this section.

3.2.9 RESPONSE TIME – WARRANTY AND POST WARRANTY (MAINTENANCE)

The contractor shall comply with the following response time requirements:

- A. Mean time to Respond: Response to a reported trouble on telecommunications equipment problems is thirty (30) minutes unless the State assigns a high severity. A response is considered to be the actual start of the physical process of resolving the problem not just forwarding the report. The contractor must provide an hourly update to the Using Agency by phone.
- B. Mean time to Repair: Total outage time on any reported trouble shall be no longer than twenty-four (24) hours. Total duration time may be less than twenty-four (24) hours if the reported trouble is deemed a higher severity level by the State. Service must be restored within the time frame assigned.

Severity level 1 – outage cleared within 24 hours.

Severity level 2 – outage cleared within 8 hours.

Severity level 3 – outage cleared within 4 hours.

Severity level 4 – outage cleared within 2 hours.

Severity level 1: An equipment condition or malfunction not critical to the using agency and services can effectively continue until repairs are completed.

Severity level 2: An equipment failure or malfunction that is not currently impairing the using agency's ability to provide service. However, if additional failures or malfunctions occur, prior to repair, the using agency will be operating at a reduced capacity.

Severity level 3: An equipment failure or malfunction that prohibits the using agency's ability to provide acceptable service or an agency's service is limited to a reduced capacity. Reduced capacity exists when twenty-five percent (25%) or more of the system is out of service.

Severity level 4: An equipment failure or malfunction that significantly impairs the using agency's ability to properly process calls. This severity level exists when a using agency's facility is impaired to the extent that it cannot do business.

- C. Provisioning Due Dates: All telecommunications equipment shall be installed and operational within twenty-four (24) hours of the agreed upon completion date. Once a firm due date is given, service shall be operational by five (5) PM on that date unless an alternative date and time has been authorized by the State.

Under the direction of a using Agency, procedures must be in place to process emergency software changes. Where remote access by the contractor has been facilitated by the using Agency emergency software changes shall be processed within thirty (30) minutes of notification. Where remote access is not required or has not been facilitated by the using Agency the contractor shall process the emergency software changes in a mutually agreeable timeframe with the using Agency.

Failure to respond to the time frames indicated above may be considered to be non-compliant to the awarded contract. A complaint may be filed with the Contract Compliance Unit. Complaints resolved against the contractor may affect the awarded contractor's ability to receive future purchase orders.

3.2.10 MAINTENANCE FOLLOWING WARRANTY PERIOD

3.2.10.1 MAINTENANCE PLANS

After the warranty period, the contractor shall provide for the following maintenance or support options for equipment and software: an all inclusive post-warranty maintenance price plan; depot (Mail-in) maintenance; and time and material (T&M) support.

A. The All Inclusive Post-warranty Maintenance Plan (See [Schedule B](#)) should include the following:

1. All maintenance required on equipment covered under a warranty and/or a maintenance plan shall be performed at the contractor's expense for the remainder of each plan. On-site maintenance for both plans shall be during normal business hours of Monday to Friday, 8:00am to 5:00pm EST.
2. The contractor must provide a toll-free single point of access to a problem reporting and remote maintenance center that is staffed twenty-four (24) hours a day, seven (7) days a week for all maintenance plans. This location shall have the ability to perform remote diagnostics for problem-solving.
3. The contractor must offer optional on-site maintenance plans that will cover a twenty-four (24) hour a day, seven (7) day a week requirement.
4. The contractor shall be responsible for a preventive maintenance program to maintain the level of service proposed. Using Agency shall approve any preventive maintenance program schedule and shall be notified seventy-two (72) hours prior to any scheduled maintenance shutdown.
5. The contractor must have sufficient personnel to respond to multiple maintenance problems at the same time.
6. Miscellaneous maintenance material and parts must be available for same day replacement.
7. Replacement systems must be available to be installed, upon short notice, during emergency situations.

8. Plans must include all system maintenance software updates and upgrades for the length of the plan.
9. Material cannot exceed the quoted price of new material.
10. Price quotes for post-warranty maintenance must be sent to the Using Agency three (3) months prior to the expiration of the warranty. This will allow the Using Agency time to prepare a purchase order.

B. Depot (Mail-in) Maintenance Plan (See [Schedule C.](#))

Depot (Mail-in) maintenance service may be requested for selected systems or components not requiring on-site support. Next day delivery, at no additional charge, to replace defective equipment is required. The using agency will return the equal number and type of defective equipment within ten (10) business days using the packaging and postage provided by the contractor. All mail-in warranty handling costs shall be at the contractor's expense and protective shipping containers shall be provided.

C. Time and Material (T&M) Support (See [Schedule D.](#)):

The contractor shall provide Time and Material (T&M) Support. T&M support is based on time (fixed hourly rate) and material (fixed material cost) support for equipment and software after the one (1) year warranty has expired.

Hourly rate categories are defined as follows:

1. Straight Time: The fixed hourly rate for on-site T&M support during normal business hours of Monday to Friday, 8:00AM to 5:00PM EST.
2. Over Time: The fixed hourly rate for on-site T&M support Monday to Friday, 5:01PM to 7:59AM EST.
3. Saturday – All Day
4. Sunday --All Day
5. Holiday – All Day
6. Technical Support services performed after warranty expiration

Material price shall not exceed the bid price of new material.

The contractor shall provide a signed invoice to the Using Agency.

3.2.11 REPLACEMENT PARTS FOR WARRANTY AND POST-WARRANTY

Only new parts and materials are permissible when replacement of parts and materials are required in accordance with the manufacturer's guidelines to effect the necessary repairs. When such replacement parts are unavailable, the contractor may propose substitute brands provided such brands are equal or better than the ones contained in the manufacturer's manual. The burden of establishing interchangeability, suitability and quality of alternate or substitute replacement parts or materials lies with the contractor; and it shall furnish at its own expense all applicable technical literature or documentation and information necessary as required by the Using Agency. The Using Agency will review such information as may be provided by the contractor with respect to the comparable quality and suitability of alternate or substitute equipment, articles or materials and the Using Agency's decision shall be final.

The State will allow remanufactured parts provided the remanufactured part has a "like new warranty" and if a "new" part is not readily available, because it is no longer in current production.

3.2.12 TRAINING

The contractor shall provide training and manuals for all equipment and system operation immediately following system installation. Upon request, the contractor shall provide a training outline to the Using Agency. It is expected that an individual other than the site installation technician will perform the training. The site installation technician may provide an overview/introduction/orientation to the newly installed equipment.

Training for equipment and system operation shall be included in the price of the equipment. The contractor shall provide all training materials in hard and soft copy.

Additional training may be required by the Using Agency before the expiration of the equipment warranty or during the extended maintenance period chosen by the Using Agency. This training is in addition to the training that is to be included after installation. The contractor shall provide additional training when requested at one (1) hour, one-half (1/2) day, one (1) full day. See [Schedule E](#)

Trainer's resumes should be provided, as described in [Section 4.4.4.6](#)

3.2.13 CUSTOM DESIGN AND ENGINEERING

Basic system design and installation resources must be included in the cost of the equipment purchased. Using Agencies may require custom design of systems and basic and custom installation resources at the hourly rates provided in the contractor's proposal for these services. See [Schedule F](#).

Contractors shall provide a written proposal to the Using Agencies specifying all custom design and engineering charges in advance of the purchase of the equipment/system.

All custom design work or system integration must remain within the scope of work and intent of this contract.

3.3 GENERAL REQUIREMENTS

3.3.1 PROCEDURAL REQUIREMENTS AND AMENDMENTS

3.3.1.1 The contractor shall not order or place in service any type of equipment which would result in charges to the Using Agency without a written order from the Using Agency.

3.3.1.2 The contractor must be an OEM or a direct authorized dealer or distributor of the manufacturer of the products, which it proposes to furnish.

The State reserves the right to request proof of contractor's status at any time. Failure to provide the required certification may result in contract cancellation.

3.3.2 DELIVERY

3.3.2.1 The contractor shall furnish a delivery schedule on time required for delivery from receipt of order. The contractor shall notify the agency at least forty-eight (48) hours in advance of shipment.

3.3.2.2 If deliveries can not be effected within the stated time after receipt of order, the ordering agency shall be advised immediately to permit purchase from another source. There will be no back ordering, except upon specific approval of ordering agency.

3.3.2.3 The Brands delivered must be strictly in accordance with those offered in the contractor's bid.

3.3.2.4 The contractor must be able to service and deliver to all sections of the State. This service shall include: product information, sales, installation, technical support, training, maintenance and warranty support. A failure or refusal to service and/or deliver to a section of the State may be cause for contract termination.

3.3.3 RETURNS

3.3.3.1 PRODUCT DEFECT

If a product must be returned during the warranty period due to a defect, malfunction or dead on arrival, the contractor shall pay the shipping charges.

3.3.3.2 AGENCY ERROR

If a Using Agency must return a product due to agency error, the agency must use the following procedure to ensure that it receives full credit from the contractor. Products must be complete with all documentation, in resellable condition, in the manufacturer's box.

The Using Agency shall:

- a. Call the contractor to obtain an RMA number
- b. Write the RMA number on the shipping label or the packing slip only
- c. Place the manufacturer's box, with the product inside, in another shipping carton and attach the mailing label or packing slip on the outer shipping carton
- d. Mail the product to the address provided by the contractor, using a shipping agency that can track and insure the package
- e. All returns must be shipped to the contractor's designated facility within thirty (30) calendar days after receipt of product by the Using Agency
- f. Return shipping shall be paid for by the Using Agency that made the error, utilizing existing State contracts and processes

If the agency has followed the above-described procedure, the contractor shall provide a full credit to the agency's account without the imposition of a restocking fee.

3.3.4 PACKING AND SHIPPING

Packaging for shipment shall protect the product adequately to ensure safe shipment.

Shipping cases shall be marked to show the name of the suppliers, name and address of receiving agency and State purchase order number.

3.3.5 CURRENT PRODUCTION ITEMS

The contractor shall provide only new current production items. No used or discontinued items are acceptable.

The contractor is cautioned that surplus, seconds, factory rejects, close-out or distressed items are not acceptable, and if furnished, will be rejected. A third documented instance of a delivery of substandard or non-conforming items may result in the Using Agency's being authorized by the Director of Purchase and Property to obtain the needed items on the open market and to charge the difference in price to the contractor.

The State will allow remanufactured parts provided the remanufactured part has a "Like New Warranty," and if a "new" part is not readily available, because it is no longer in current production.

3.3.6 ITEMS ORDERED AND DELIVERED

Using Agencies are authorized to order and contractors are authorized to ship only those items covered by this contract. If a review of orders placed by any Using Agency reveals that material other than that covered by the contract has been ordered and delivered, the Director of the Division of Purchase and Property will take such steps as necessary to have the material returned by the Using Agency regardless of the time lapsed between the date of delivery and discovery of the violation. The contractor shall give the Using Agency full credit for the returned material. Violation of this clause may result in contract termination and may result in suspension of the contractor for a period of up to three (3) years.

3.3.7 CUSTOMER SUPPORT SERVICE

The contractor shall assign an individual to the State as an Account Executive for the duration of the contract at no cost to the State. This individual shall provide services under the contract, which include, but are not limited to operational and billing problem resolution, product and technical information, training, usage study information, etc. All service order activity shall be issued by the State to the contractor through this representative.

The contractor shall provide an updated escalation list of names, telephone numbers, locations and service contacts to the State Contract Manager upon contract award. The contractor shall update this list throughout the term of this contract.

3.3.8 ORIGINAL EQUIPMENT AND MANUFACTURER

Original Equipment and Manufacturer requirements should be addressed, as described in [Section 4.4.4.6](#)

3.3.8.1 AUTHORIZED DEALER/DISTRIBUTOR

Authorized Dealer /Distributor requirements should be addressed, as described in [Section 4.4.4.6](#)

3.3.9 MANUFACTURER DEALER/DISTRIBUTOR BIDDING

A manufacturer awarded a contract may authorize its dealer or distributors to process orders and receive direct payment. [See Section 4.4.3.4](#) for required submissions.

The manufacturer remains fully responsible if for any reason a dealer or distributor fails to uphold the manufacturer's contractual obligations.

The manufacturer shall be assigned a contract number which the dealer or distributor shall use. All State billing will be processed through the dealer or distributor from which the equipment was purchased.

A manufacturer may authorize up to five (5) dealers or distributors to use its contract number.

3.3.10 NEW TECHNOLOGY

Contractors are encouraged to suggest innovative new services, systems and products to keep pace with technology and changes in the telecommunications industry. Contractors may propose any new service, system or product, which has come into standard production after contract award, have the same functional purpose and a demonstrable nexus to the services, systems and products offered under this contract. If the new product, system or services satisfies the aforementioned criterion the new service, system or product will be considered for addition to and/or replacement of the service, system or product offered under the contract. The contractor must make a written request to the Purchase Bureau for the new service, system or product to be added to the contract. Such written request must include the specifications for the new service, system or product evidencing that the new system, service or product serves the same functional purpose and has a direct nexus to the service under contract.

All proposed additions or replacements are subject to a review and written acceptance by the Director, Division of Purchase and Property. The sale of the new service, system or product accepted in writing by the Director shall be governed by the terms of the contract, including price. The aggregate price of all new services, systems or products must be equal to or less than the existing contracted service or have a demonstrable cost savings of other resources within one (1) year of use. No product, system or service will be added to this contract if the new functionality offered by a contractor is available or more appropriately provided under any other existing State contract.

3.3.11 ADDITIONS, SUBSTITUTIONS, DELETIONS

The contractor may substitute or add products during the term of the contract provided that they are the same brands as originally awarded and serve the same comparable functions as the product they replace. After the contract award, additions, substitutions and/or deletions may be allowed under the following conditions:

- a) Written requests must be sent to the buyer assigned at the Purchase Bureau, Division of Purchase and Property, Treasury, detailing each product and/or service.
- b) The written request will be reviewed by the Division of Purchase and Property and OIT.
- c) The written submission requesting additions or substitutions must include a detailed description of the product and/or service with the page and line item number identified in the original contract for which the product/service will be substituted. The submission must also include the product description, manufacturer's part number, manufacturer's list price, the appropriate percent discount and the State's price. The contractor is required to identify the items being added and deleted.
- d) The request must be submitted on contractor's letterhead and must be signed by a representative of the firm.
- e) All substitutions must be approved, in writing, by the Director of Purchase and Property before being offered to any agency or members of the Cooperative Purchasing Program.

In addition, if a manufacturer is adding or removing dealers from their authorized list, the manufacturer must submit the request in writing as detailed above.

Upon approval from the Purchase Bureau of any additions, substitutions, deletions and/or changes to the contract, the contractor shall provide two (2) new dated CD ROM copies with the changes. The data on these CD-ROM should be categorized in separate files for additions, substitutions, deletions or changes.

3.3.12 LEASE/PURCHASE

There are no lease purchase options under this contract.

3.3.13 METHOD OF OPERATION

After awards are made, the individual agencies and participants in the Cooperative Purchasing Program will be able to obtain quotes from the awarded contractors.

Awarded contractors are required to provide contract users with:

1. A written quote showing each item being quoted.
 - A written proposal with the following information:
 - A list and product description of each item quoted.
 - The quantity of items quoted.
 - The manufacturer's list price
 - The State's percent (%) discount
 - The State's discount list price
 - The unique identification code assigned to each item
2. A photocopy of the page from the contractor's original bid proposal detailing the item or service. If an item has been added to the contract after the original bid submission, the contractor must provide contract users with a photocopy of the Letter of Authorization from the Purchase Bureau verifying approval of the addition/substitution with the contractor's letter requesting the addition/substitution and all attachments specifying the item or items to be added

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/07x36826.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit one **(1) complete ORIGINAL bid proposal**, clearly marked as the “ORIGINAL” bid proposal. The bidder should submit **four (4) full, complete, and exact copies** of the original proposal.

In addition, the bidder must submit **one(1) full, complete, and exact ELECTRONIC copies** of the original proposal in PDF file format to be viewable and “read only” by State evaluators using Adobe Acrobat Reader software on compact disc (CD). The bidder should also submit (1) full, complete, and exact ELECTRONIC copy of the original proposal in an editable and “writable” PDF file format on CD for redaction.

A 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. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

The bid proposal should be submitted in one (1) volume and that volume divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 - Forms (Section 4.4.1 - 4.4.3.)
- Section 2 - Technical Proposal (Section 4.4.4)
- Section 3 - Organizational Support and Experience (Section 4.4.5)
- Section 4 - Cost Proposal (Section 4.4.6)

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x36826.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x36826.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall 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. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x36826.shtml>.

4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders shall complete the attached Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/07x36826.shtml> to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/07x36826.shtml>.

4.4.1.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/07x36826.shtml> must be completed and submitted with the bid proposal.

4.4.1.6 PUBLIC WORKS CONTRACTOR REGISTRATION

The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, to register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. For the prevailing wage threshold and additional registration information the bidder should visit: <http://www.nj.gov/labor/lsse/lspubcon.html>

4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x36826.shtml>

This is a contract with set aside subcontracting goals for Small Businesses. All bidders must include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x36826.shtml>. Bidders intending to utilize subcontractors must also include a completed and signed Subcontractor Utilization Plan form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x36826.shtml>. Failure to submit the required forms shall result in a determination that the bid is materially non-responsive. Bidders

seeking eligible small businesses should contact the New Jersey Commerce, Economic Growth and Tourism Commission at (609) 292-2146.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x36826.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to complete the attached Affirmative Action Employee Information Report. However, if the bidder has already received a New Jersey Affirmative Action Certificate or has evidence that the bidder is operating under a federally approved or sanctioned affirmative action program, then the bidder is to submit either the New Jersey Affirmative Action Certificate or evidence of the federally approved affirmative action program. This requirement is a precondition to entering into a State contract. The Affirmative Action Form is located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/07x36826.shtml>.

4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. <http://www.state.nj.us/treasury/purchase/bid/summary/07x36826.shtml>. Refer to section 7.1.2 of this RFP.

4.4.3.4 MANUFACTURER DEALER/DISTRIBUTOR PRICING

The manufacturer must submit with its proposal a list of its dealers/distributor. In addition, the manufacturer must submit with its proposal a letter from each dealer/distributors listed that they will accept all terms, conditions and pricing of the Manufacturer's contract. A Business Registration Certificate must also be submitted for each dealer/distributor listed.

The following forms are required for authorized dealers/distributors:

1. Business Registration
2. Certificate from the Department of Labor & Workforce Development, Public Works Contractor Registration Act

4.4.4 TECHNICAL PROPOSAL

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information:

4.4.4.1 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

4.4.4.2 CONTRACT MANAGEMENT

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

4.4.4.3 CONTRACT SCHEDULE

Not applicable to this procurement

4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement

4.4.4.5 POTENTIAL PROBLEMS

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

4.4.4.6 TECHNICAL REQUIREMENTS

The bidder must document that it can meet the technical requirements of this RFP. Each response in the proposal to a mandatory item in the RFP must contain clear language that states full compliance. If a mandatory requirement permits the bidder an option as to a method of satisfying the requirement, the proposal must provide at least one (1) method to satisfy the condition but it may also provide additional options that meet the requirement. Each option should be clearly identified and priced. The proposal must clearly define the State's responsibility for an implementation or operation task(s). Also, the bid proposal should address the following requirements:

Authorized Dealer/Distributor (Section 3.3.1.2): The bidder shall be an OEM or a direct authorized dealer or distributor of the manufacturer of the products, which it proposes to furnish. An authorized distributor may sell the products to an authorized dealer. If the authorized dealer is using a price list supplied by an authorized distributor of the manufacturer, the authorized dealer must include in its proposal a letter from the manufacturer that the authorized distributor may sell the manufacturer's products to the dealer for purposes of the State Contract.

Original Equipment and Manufacturer (Section 3.3.8): Bidders must submit the Manufacturer's most current published price list which is in effect at the time of bid opening with their bids. Bidder may submit a computer print-out-received by the manufacturer, but the price lists must be dated within thirty days of the bid opening. Bidders may submit list or dealer price lists. The applicable discounts will be taken off the price lists submitted by the vendors.

If the Manufacturer does not have a published price list, one must be created by the manufacturer for the State of New Jersey and identified as the "Official State of New Jersey Price List." All bidders must make sure that they have the most current manufacturer price list at the time of bid submission. All discounts bid will be based and evaluated against the manufacturer price list.

Only those products for which the Purchase Bureau has received the applicable catalog and price list can be purchased during the contract period.

If the submitted manufacturer's price list includes items not covered under the scope of work of this RFP than the bidder must identify all equipment, accessories and services that are being bid for the RFP and the State will only consider those marked equipment, accessories and services as eligible for award.

Bidders should submit descriptive literature containing sufficient specifications for the State to ascertain if the offering meets the requirements of the RFP. Without this information the State may reject the bidder's proposal as non-responsive to the RFP requirements.

Warranty (Section 3.2.7.1): The bidder may propose extended warranty options beyond one-year. See [Schedule A](#).

Training (Section 3.2.12): The bidder should include with the RFP a resume of those individuals who will conduct the training.

Escalation (Section 3.3.7): The bidder should provide in its bid proposal an escalation list of names, locations and telephone numbers of sales and service contacts to the OIT Point of Contact (POC). This list shall include contact names and telephone numbers available seven (7) days a week, twenty-four (24) hours a day.

4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The 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 bidder's qualifications, and capabilities to perform the services required by this RFP.

4.4.5.1 LOCATION

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-contractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.5.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

4.4.5.4 BACKUP STAFF

The 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 bidder must hire management, supervisory and/or key personnel if awarded the contract, the 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 contract term.

4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this 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 RFP. For each such contract, the 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.

4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements to include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the 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 bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

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

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

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

4.4.5.8 SUBCONTRACTOR(S)

All bidders must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce, Economic Growth & Tourism Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three (3) categories set forth below, and the balance of ten (10) percent spread across the three (3) annual gross revenue categories: Category I – \$1 to \$500,000; Category II - \$500,001 to \$5,000,000; Category III - \$5,000,001 to \$12,000,000.

Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.

Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(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.

The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

The bidder should provide detailed resumes for each 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 designated to perform.

The 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 bidder's proposal.

4.4.6 PRICE SCHEDULE

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

1. Bidders providing pricing for brands are to offer a percentage discount off the manufacturer's most current equipment price list which is in effect as of the bid opening date for each line item bid. For electronically available price list supplied by the manufacturer prior to the bid opening, price lists must contain dates within thirty (30) days of the bid opening date.
2. Bidders must submit their discounts on the Price Sheets provided.
3. The manufacturer shall designate category breakdowns within its price list.

If the Original Equipment Manufacturer does not have a formal category breakdown, bidders may not offer anything other than one discount. If the product lines within a category have different discounts, the discounts will be averaged and an award will be made per the manufacturer's brand.

4. Quantity discounts are acceptable. Bidders must clearly identify the quantity discounts on the Price Sheets. In a quantity offering, the State will evaluate based on the quantity of one (1).

5. If a price list submitted has more than one (1) column of prices, it will be the bidder's responsibility to "mark out" all columns except what is being proposed in response to this RFP. The State will apply the discount to that column in order to obtain the net selling price. Failure to do so will result in the bid proposal being evaluated and awarded, if responsive, on the basis of the lowest price column.

6. Bidders shall provide pricing for the installation of equipment/systems, as listed on the manufacturer's price list, separate from the equipment price. Pricing lines have been included on the Price Sheets for hourly rates to include straight time, overtime Saturday Sunday and Holidays. These hourly rates may be used for add-ons and enhancements to the systems.

The Hourly Rates given on the Price Sheet are required to be all-inclusive.

7. Bids utilizing typewritten, handwritten and/or outdated price lists will be rejected. Price lists must be those of the manufacturer.

8. If miscellaneous supplies, hardware type items and interface equipment will be required for the installation or completion of a system, the State will accept a typewritten price list on bidder's letterhead for those items only. No major components will be accepted in that format.

9. The State reserves the right to require the bidder to provide documentation that the price list is valid and the most current prices.

10. Bidders are to provide pricing for: Optional Extended Warranty, All-Inclusive Maintenance, Depot/mail-in, Time and Material, Training, Custom Design and Uninterruptible Power Supply on schedules attached to this RFP

Price Schedules are provided as follows:

- A. Optional Extended Warranty

- B. All-inclusive Maintenance and options
- C. Depot/mail-in Maintenance
- D. Time & Material support
- E. Training
- F. Custom Design
- G. Uninterruptible Power Supply (UPS)

If additional space is needed to complete a schedule, attach separate sheets in the same format

Also attach any additional schedules and documentation pertinent to this offering.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/07x36826.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 05 09 06, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **two (2) years**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage,
<http://www.state.nj.us/treasury/purchase/bid/summary/07x36826.shtml>. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for **two (2)** additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **ninety (90) days** beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The 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 the contract. The 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 contract shall not in any way relieve the 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 contractor's performance of this contract.

5.6 SUBSTITUTION OF STAFF

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The 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 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 Section 3.11 of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage.

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

The 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 contractor in its bid proposal.

The 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 contractor has received written approval from the Director.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the 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 contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the 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 Agreement, 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 bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

5.9 DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.10 NEWS RELEASES

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.11 ADVERTISING

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.12 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

All claims asserted against the State by the 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 the 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 CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.14 LATE DELIVERY

Not applicable to this procurement.

5.15 RETAINAGE

Not applicable to this procurement.

5.16 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 task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by

task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

5.17 SUSPENSION OF WORK

The State Contract Manager 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 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 and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.18 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

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

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

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

Upon receipt and approval of the contractor's written 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 (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.21 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x36826.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. 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 before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

Upon approval from the Purchase Bureau of any additions, substitutions, deletions and/or changes to the contract, the contractor shall provide two (2) new dated CD ROM copies with the changes. The data on these CD-ROM should be categorized in separate files for additions, substitutions, deletions or changes.

5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

The State of New Jersey now offers State 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, however, is optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. 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.

5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 05 09 06

NJ Standard Terms and Conditions version 05 09 06 are located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/07x36826.shtml>.

5.22.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 05 09 06 is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

- a. The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from 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 the contract.
- b. The State of New Jersey agrees: (1) to promptly notify the contractor in writing of such claim or suit; (2) that the contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the contractor in the defense of such claim or suit, to the extent that the interests of the contractor and the State are consistent.
- c. In the event of such 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.

5.22.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 05 09 06, is deleted and replaced with the following:

2.2 Indemnification

Unless exempted by law, the contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 200 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The 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 contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06.

The contractor shall not be liable for special, consequential, or incidental damages.

5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d) Professional Liability Insurance: The contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the 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 contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.23 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x36826.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to 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 a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

6.0 PROPOSAL EVALUATION

6.1 PROPOSAL EVALUATION COMMITTEE

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. 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 in an advisory role.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State as noted below, contractor contact with the State is still not permitted.

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal.

The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 PROPOSAL EVALUATION

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

6.3.1 PROPOSAL EVALUATION – LINE ITEMS 1-52

For line items 1-52 the proposals will be evaluated on the following criteria:

- A) Price
- B) Responsiveness to all specification requirements.

- C) The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.
- D) Completeness of the brand line offered by the manufacturer of the equipment required under the RFP.

6.3.2 PROPOSAL EVALUATION – LINE ITEMS 53-55

For line items 53-55 the proposals will be evaluated on the following criteria:

- A) Responsiveness to all specification requirements
- B) The bidder's general approach and plans in meeting the requirements of this RFP.
- C) The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D) The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.

6.3.2.1 For line items 53-55, bidders will be ranked according to the total bid price located on the price sheet.

6.3.3 PROPOSAL EVALUATION – LINE ITEMS 56-59

Line items 56-59, for installation costs, will be awarded to the bidders receiving an equipment award.

6.3.4 PROPOSAL EVALUATION – LINE ITEMS 60-66

Line items 60-66, for Schedules A-G, will be awarded to the bidders receiving an equipment award.

6.3.5 BID DISCREPANCIES

In evaluating bids, 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 corrected sum of the column of figures.

6.3.6 EVALUATION OF THE BID PROPOSALS

The Evaluation Committee will complete its evaluation and recommend to the Director for award the responsible bidder(s) whose bid proposal, conforming to this 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.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person’s spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v)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; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)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.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, 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 to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation 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 mean 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 Purchase Bureau website at

<http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, 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 contract under this RFP, as well as future contract opportunities.

c) Further, the contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

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 P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2

Under the referenced statute, effective August 3, 2005, 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.

7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x36826.shtml>.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the 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 bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO PROVISION 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, who had on 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 contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 05 09 06 of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid 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 contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

7.4 PERFORMANCE BOND

This section supplements Section 3.3b of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x36826.shtml>. A performance bond is required. The amount of the performance bond is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x36826.shtml>. The contractor must provide the performance bond within thirty (30) days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof. Within thirty (30) days of the anniversary of the contract effective date, the contractor shall provide proof to the Director that the performance bond in the required amount is in effect. Failure to provide such proof may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

Although the performance bond is required for the full term of the contract, the Director recognizes that the industry practice of sureties is to issue a one year performance bond for goods and services contracts. Thus, the contractor is required to submit a one year performance bond for the amount required under the contract and, on each succeeding anniversary date of the contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the contract. This procedure will remain in place for each year of the contract thereafter until the termination of the contract. Failure to provide such proof on the anniversary date of the contract shall result in suspension of the contract, and possibly, termination of the contract.

For performance bonds based on a percentage of the total estimated contract price, the performance bond requirement is calculated as follows. For the first year of the contract, the

performance bond percentage on the RFP signatory page is applied to the estimated total contract amount for the full term of the contract. On each anniversary of the effective date of the contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFP performance bond percentage to the outstanding balance of the estimated amount of the contract price to be paid to the contractor.

In the event that the contract price is increased by amendment to the contract, the contractor may be required to provide, within thirty (30) days of the effective date of the amendment, performance bond coverage for the increase in contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth on RFP signatory page to the increase in contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

SCHEDULE A

07-X-36826 Emergency Radio/Telephone Systems (911 Dispatch, etc) including Accessories

Extended Warranty

Extended Warranty:

<u>Device</u>	<u>Extension Period</u>	<u>Cost</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

SCHEDULE D

07-X-36826 Emergency Radio/Telephone Systems (911 Dispatch, etc) including Accessories

T&M Hourly Labor Rates (After the warranty period)

TIME

All Inclusive Hourly Labor Rates:

Straight Time: Monday to Friday, 8:00 am to 5:00 pm _____

Over Time: Monday to Friday, 5:01 pm to 7:59 am _____

Saturday – All Day _____

Sunday – All Day _____

Holiday – All Day _____

Technical Support services performed
after warranty expiration _____

SCHEDULE E

07-X-36826 Emergency Radio/Telephone Systems (911 Dispatch, etc) including Accessories

Training Support (After the warranty period)

All-Inclusive Training Costs:

Full Day: _____

Half Day: _____

SCHEDULE F

07-X-36826 Emergency Radio/Telephone Systems (911 Dispatch, etc) including Accessories

Custom Design/Project Engineering/ Site Management Support Hourly/All-inclusive Daily Rate

Custom Design/Project Engineering/Management:

All-inclusive hourly rate: _____

All-inclusive daily rate: _____

Site Management:

All-inclusive hourly rate: _____

All-inclusive daily rate: _____

SCHEDULE G

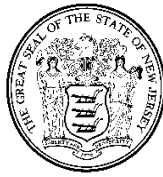
07-X-36826 Emergency Radio/Telephone Systems (911 Dispatch, etc) including Accessories

UNINTERRUPTIBLE POWER SUPPLY (UPS)

(Section 3.2.4 - Additional power protection beyond the required one (1) hour)

TIME

Thirty (30) Minutes additional UPS	\$ _____
Sixty (60) Minutes additional UPS	\$ _____
Four (4) Hours additional UPS	\$ _____
Six (6) Hours additional UPS	\$ _____
Eight (8) Hours additional UPS	\$ _____



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
Purchase Bureau
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

March 15, 2007

To: All Interested Bidders

Re: RFP # 07-X-36826
Emergency Radio/Telephone Systems (9-1-1 Dispatch, etc.) including Accessories

Bid Due Date: **April 5, 2007** (2:00 p.m.)

Addendum # 1

The following constitutes Addendum #1 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions

Part 2: Additions, deletions, clarifications and modifications to the RFP.

It is the bidders' responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1
Emergency Radio/Telephone Systems
(9-1-1 Dispatch, etc.) including Accessories
Solicitation Number: 07-X-36826

Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page(s)	RFP Section Reference	Questions	Answers
1.		Signatory Page	Will the State consider the possibility to providing some latitude to bidders to negotiate discrepancies that might exist between RFP terms and conditions and the terms and conditions defined in bidder's standard contracts.	No. RFP language is as specified.
2.	5	Notice To Bidders - Set Aside Contracts	If one of a manufacturer's distributors is a small business as defined on the page entitled SET-ASIDE CONTRACTS, will that satisfy and or qualify for the subcontractor set aside?	To qualify for the subcontractor set-aside the manufacturer's distributor must be a registered NJ small business. In addition, the manufacturer's distributor must be listed on the contractors' subcontractor utilization form
3.	6	1.1 - Purpose and Intent	Are bidders required to respond to all equipment categories or is it the intent of the RFP to award contracts to bidders responding to only one or some of the equipment categories?	The intent of this RFP is to award a contract to a responsible bidder for each price line listed on the price sheet. Bidders may bid on one, some or all categories.
4.	6	1.1 - Purpose and Intent	<p>A. Is there meant to be a difference between "maintain legacy systems" and "maintenance of existing systems"?</p> <p>B. Will a brand-specific line item awardee be able to sell and maintain new systems, as well as maintain/perform adds on legacy systems of that brand?</p>	<p>A. No. The term legacy means previously installed. An existing system was previously installed and is a legacy system.</p> <p>B. Yes. See Answer #3.</p>
5.	6	1.1 - Purpose and Intent	Will there be a single award for each Line Number?	Yes. There will only be one award per price line. See Answer #3.

6.	6	1.1 - Purpose and Intent	<p>A. With regard to "wiring for adds, moves and changes", it may be operationally advantageous in some cases for the equipment provider to perform the wiring function.</p> <p>B. Will the State consider extending this function to new systems purchased under this contract as well?</p>	<p>A. Per the RFP, Section 1.1, Wiring for moves, adds and changes will be restricted to installed legacy systems equipment only. Awards under this contract will not be made for labor or wiring/cabling only.</p> <p>B. Yes. Wiring may be provided for new installations.</p>
7.	6	1.1 - Purpose and Intent	Regarding the third paragraph - Certain PSAP systems require traditional PBX equipment as the switching component of the overall solution. Is it thus permissible to include this type of equipment in the components listed/priced for that type of product for purposes of engineering and delivering a complete solution for the end users?	No. Equipment covered under other State contract must be purchased under that other contract. Bidder must be on contract for that other contract to propose it with its bid.
8.	14	3.1 - Equipment Categories	Can a vendor submit a proposal for only one category of equipment, e.g. Training Simulator, CAD, etc? ?	Yes. Awards will be made for each price line listed on the price sheet.
9.	15	3.1.4 Computer Aided Dispatch (CAD) Software	Is it the intent of this RFP to solicit only 9-1-1 telecommunications equipment or also applications such as Computer Aided Dispatch (CAD) that can interface with such equipment?	Yes. The RFP requests bids for Computer Aided Dispatch (CAD) software vendors who provide software that can interface with 911 telecommunications equipment.
10.	14	3.1.4 Computer Aided Dispatch (CAD) Software	Is it the intent of this RFP to solicit proposals from CAD application vendors who can provide 9-1-1 interface software services?	No. The RFP does not request bids from CAD application service provider vendors who provide 9-1-1 interface software services.
11.	16	3.1.7 Training Simulators and Software	Is it required to provide prices for on site training for the device?	No. Dispatch Training Simulator does not require on-site training. Pricing on Revised Schedule E in Part 2 of this Addendum, does not apply to this section.
12.	16	3.2.1 – Compatibility	Is the first paragraph applicable to this RFP?	No. The first Paragraph is not applicable to this RFP and has been deleted as noted in Part 2 of this Addendum.
13.	18	3.2.4 Uninterruptible Power Supply (UPS)	A. Is the bidder required to submit pricing for a UPS with 1 hour of uninterrupted continuous power as part of its response?	<p>A. Yes. The bidder is required to submit pricing for a one (1) hour UPS as part of its response, on Price Line 0066 (See Section 3.2.4).</p> <p>B. Yes. Schedule G requires bidder</p>

			B. Must bidders provide optional additional UPS time beyond the 1 hour request?	to provide pricing for optional additional UPS time beyond the required one (1) hour.
14.	19	3.2.7.1 Warranty	A. What constitutes equipment acceptance? B. Does this concept of acceptance remain regardless of the Agency using this contract in the State of NJ?	A. As stated in Section 3.2.7.1, Acceptance is when the installed equipment is made operational in accordance with standard specifications, is in good working order and is approved by the State Contract Manager or designee. B. Yes. Acceptance would apply to all users of this contract.
15.	20	3.2.9 B - Response Time - Warranty and Post Warranty	What is the Mean Time To Respond (MTTR) for higher severity level troubles?	Per the RFP, Section 3.2.9, Severity Levels 1-4 are listed.
16.	21	3.2.10.1 A - Maintenance Plans	Is this to confirm that individual customer maintenance agreements required for the All-Inclusive Post Warranty Maintenance Plan are permissible as long as their terms do not violate the terms of this RFP.	No. As added in Part 2 of this Addendum, the State does not permit separate maintenance agreements. Bidder shall not submit individual customer maintenance agreements to Using Agency. The Terms & Conditions are as specified in the RFP.
17.	22	3.2.10.1 A9 Maintenance Plan	Should #9 apply to the All Inclusive Post-warranty Maintenance Plan?	Yes. RFP requirements are as specified.
18.	23	3.2.12 Training	The end of the 3rd paragraph references training rates for 1 hour, ½ day, and 1 full day however Schedule E calls for pricing for ½ day and 1 full day only. How should we proceed?	Training is included with the price of new equipment. Additional training can be provided as priced on Revised Schedule E attached to this Addendum
19.	23	3.2.12 – Training	A. Can training be listed separately per student or class for the equipment proposed? B. If training must be included in each line item price, in the case of software licenses, there must be a "predetermined or assumed" number of students or users to be trained per license, what will that amount be?	A. No. As added in Part 2 of this Addendum, training shall be provided as a training session. Each session will train up to a maximum of six (6) individuals. B. See A. above.
20.	23	3.2.12 Training	A. Can training be a separate line item on a quotation that, along with the system components, comprises the final purchase price?	A. No. Per Section 3.2.12, Training for equipment and system operation shall be included in the price of the equipment. B. See Revised Schedule E, in Part

			B. Should a line item be added on Schedule E for the hourly training rate?	2 of this Addendum, that includes a line for hourly training rate.
21.	23	3.2.12 & 3.2.13 Training and Customer Design/Engineering Services	A. Can a trainer be a subcontractor as long as it is not the same technician that performed installation services? B. Is the state requiring that all costs for engineering to be included in the line item price of each part being offered?	A. Yes. The trainer can be a subcontractor. Per Section 3.2.12, It is expected that an individual other than the site installation technician will perform the training. B. Yes. Per Section 3.2.13, Basic system design and installation resources must be included in the cost of the equipment purchased. Using Agencies may require custom design of systems and basic and custom installation resources at the hourly rates provided in the contractor's proposal for these services. See Schedule F.
22.	25	3.3.9 Manufacturer Dealer /Distributor Bidding	Will the state consider increasing or removing the limit on the number of authorized dealers that may use a manufacturer's contract number in order to receive direct payment?	No. Per Section 3.3.9, A manufacturer may authorize up to five (5) dealers or distributors to use its contract number.
23.	25-26	3.3.9 - Manufacturer Dealer/Distributor Bidding	A. Can an authorized dealer/distributor be named on more than one manufacturer's response? B. If a manufacturer is responding with up to five authorized dealers/distributors - what documentation for the five authorized dealer/distributors is required in the response? C. Must resumes be submitted for the authorized dealers/distributors as outlined in Section 4.4.5.3? D. Must dealer/distributors comply with RFP items such as prevailing wage?	A. Yes. B. Yes. See Section 4.4.3.4. C. No. resumes are not required for the authorized dealers/distributors. D. Yes. See Section 4.4.3.4.
24.	29	4.4.1.4 Notice of Intent to Subcontract Form	Please confirm the location of this form. It does not appear to be available on the web page link provided.	The Notice of Intent to Subcontract Form can be found as an attachment at the end of Part 2
25.	29	4.4.1.5 Subcontractor Utilization Form	Please confirm the location of this form. It does not appear to be available on the web page link provided.	The Subcontractor Utilization Form can be found as an attachment at the end of Part 2

26.	30	4.4.3.3 Source Disclosure Form	Please confirm the location of this form. It does not appear to be available on the web page link provided.	The Source Disclosure Form can be found as an attachment at the end of Part 2
27.	31	4.4.4.6 Technical Requirements	Which section(s) of the RFP must the bidder respond to with a statement of compliance? Must the bidder only comply with Section 3 of the RFP?	Bidders must comply with all mandatory requirements of the RFP. As stated in Section 4.4.4 – Technical Proposal “The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract”. Also, as stated in Section 2.0 General Definitions: Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.
28.	34	4.4.5.8 Subcontractors	Can subcontractors described in this section be entities other than those identified as authorized dealers? Will authorized dealers receiving direct payment from the state under the manufacturer’s contract number apply towards the small business subcontracting targets set forth in this section?	A. Yes. B. Only if the bidder designates the dealer as a sub-contractor on the subcontractor utilization form and defines how much of the contract will go to the dealer.
29.	35	4.4.6 Price Schedule	Can the state modify the supplied price sheet to allow for data entry of the price list date field?	No. See the price list.
30.	35	4.4.6 - Price Schedule	A. Does the State want three different price lists: List 1: Pricing with Part Number, Description, MSRP, Discount, and NJ Net Price; List 2: Installation with Part Number, Description, Install, NJ Net Price and NJ Installed Price, List 3: Maintenance with Part Number, Description, Post Warranty Annual Maintenance) or does the State want one price list with the installation and warranty pricing included as separate columns for each part number? B. The RFP states "Bidders shall provide pricing for the	A. No. The Price Sheets provided with the RFP provide the opportunity for bids on 911 Telecommunications equipment (see Section 4.4.6). The bidder is to provide applicable discount. B. No. The Price Sheets provided with the RFP provide the opportunity for bids on 911 Telecommunications equipment (see Section 4.4.6). The bidder is to provide applicable labor rate.

			installation of equipment /systems, as listed on the manufacturer's price list, separate from the equipment price. Must the bidder provide an installation price for each line item (component) on the manufacturer's price list, or can the bidder list installation prices based on system configuration or some other method?	
31.	41	5.21 - Form of Compensation and Payment	The RFP states "". Does this apply to State Procurements only? Or does it apply to all cooperative purchasing partners?	All invoices for State procurements must be approved by the State Contract Manager before payment will be authorized. For Cooperative Purchasing procurements the Using Agency will designate the purchasing contact.
32.	41	5.21 and 5.21.1	Shall bidders expect progress payment from the State, regardless of the method selected?	No. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed (See Sections 5.21).
33.		5.24 Force Majeure	We did not see a Mutual Force Majeure clause on this RFP. Would you consider including or negotiating one clause (Force Majeure) that is beneficial for both the State and the bidder?	Yes. Force Majeure Sections 5.24, 5.24.1 and 5.24.2 have been added to this RFP. See revision #8 to the RFP in Part 2 of this Addendum. A subcontractor's failure to perform is not an act of force majeure unless that subcontractor's failure to perform is caused by a force majeure event.
34.	46	Section 7.1 Documents Required Before Contract Award	Can the documents requested in this section be provided after bid submission, but before contract award?	Yes. The documents requested in this section must be provided prior to contract award.
35.	49	7.4 - Performance Bond	Section 7.4 states that a performance bond will be required as noted on the RFP signatory page. However, the signatory page shows Performance Security to be "N/A." Should we assume that a performance bond is not required for this contract?	A performance bond is not required for this contract. See revision #9 to the RFP in Part 2 of this Addendum.
36.	35	Price Sheets	Because multiple system-types may be offered from one manufacturer, we are seeking approval of an acceptable format to comply with the Price Sheet requirements.	Yes. Bidder must submit the manufacturer's price list. See Section 4.4.4.6, Page 32 – Original Equipment and Manufacturer).

			For the Line Number being bid, is it acceptable to submit a spreadsheet containing the Line Number, Commodity - Service Description and Price List Date on a title page, with worksheets for each product being bid? The individual worksheets would contain the following columns - Part Number; Description; Product Type (name); Unit List Price; Discount %; Contract Price.	
37.		Price Sheets	May bidders provide additional price sheets that break down the system by part number and provide a price for hardware, software, installation and training by part number?	No. The Price Sheets provided with the RFP provide the opportunity for bids on 911 Telecommunications equipment (see Section 4.4.6).
38.		Price Lines	Will the Department of Treasury - Purchasing Bureau accept a bid response from firms other than those listed in the brand-specific line items? The pricing sheets list price line items of which some are brand-specific.	Yes. See revision #12 referencing <i>Price Sheet Addition 1</i> in Part 2 of this Addendum which includes additional price lines for this purpose.
39.		Price Lines	A. Can bidders propose products of manufacturers of communications recording systems, Call Answering Equipment and Computer Aided-Dispatch (CAD) Software not found in the RFP? B. What action must bidders take to provide an RFP response for brands from companies who no longer market these types of products?	Yes. See Answer #38. B. The Price Sheets provided with the RFP provide the opportunity for bids on 911 Telecommunications equipment (see Section 4.4.6).
40.	55	Schedule E Training Support	Based upon Section 3.2.12 - Training, should the parentheses on Schedule E read "After the initial installation training"?	Yes. See Revised Schedule E, in Part 2 of this Addendum, that includes the following (After the Initial Installation)
41.			Could you please confirm if bidders would be provided the opportunity to draft alternative languages to respond to possible discrepancies in regards to: Warranty, State options to reduce scope of	No. RFP language is as specified.

			work, Suspension of work and Indemnification.	
42.			The RFP does not include terms on software licensing. Would bidder's standard license agreement be acceptable?	Bidder may submit their software licensing agreement, but the Terms & Conditions of their agreement can not be in conflict with the RFP.
43.			Do you have to be a union shop to bid on the RFP?	There is no requirement that bidders must be a "union shop" to bid on this RFP. However, contractors and their subcontractors are subject to the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq).

PART 2
Emergency Radio/Telephone Systems
(9-1-1 Dispatch, etc.) including Accessories
Solicitation Number: 07-X-36826

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page(s)	RFP Section Reference	Additions, Deletions, Clarifications and Modifications to the RFP
1.	17	3.2.3 Standards and Codes	Please add the following: National Emergency Number Association – NENA Technical Standards
2.	21	3.2.10.1 Maintenance Plans	Please add the following sentence following the first Paragraph. The State does not permit separate maintenance agreements Bidder shall not submit individual customer maintenance agreements to Using Agency. The Terms & Conditions are as specified in the RFP.
3.	29	4.4.1.4 Notice of Intent to Subcontract Form	The Notice of Intent to Subcontract Form is attached and made part of this RFP
4.	29	4.4.1.4 Notice of Intent to Subcontract Form	The Subcontractor Utilization Form is attached and made part of this RFP
5.	30	4.4.1.4 Notice of Intent to Subcontract Form	The Services Source Disclosure Form is attached and made part of this RFP
6.	30		The Cooperative Purchase Form is attached and made part of this RFP (See Section 4.4.3.5)
7.	30	4.4.3.5 Agreement to Extend to	Please add the following section: <u>4.4.3.5 AGREEMENT TO EXTEND TO COOPERATIVE PURCHASING PARTNERS</u>

		Cooperative Purchasing Partners	Bidders who desire to extend to Quasi-State Agencies, Counties, Municipalities, School Districts, County Colleges and State Colleges must complete form PBCOP1, attached.
8.		5.24 Force Majeure	<p>“Please add the following sections:</p> <p>5.24 Force Majeure</p> <p>5.24.1 The contractor shall not be responsible for non-delivery as a result of a force majeure event for the duration of the force majeure event. Force Majeure shall mean the following:</p> <p>5.24.2 A failure that is the direct result of an event that is beyond the reasonable control of the Party that failed to perform or that is the direct result of the consequences of such event. Events beyond the Contractor's reasonable control include without limitation, acts of God; acts or omissions of governmental authorities or the other party or any third party; strikes, lockouts, or other industrial disturbances; acts of public enemies; wars; blockades; riots; civil disturbances; epidemics; floods; hurricanes; tornadoes, and any other similar acts, events or omissions. However, Force Majeure will not apply if the “other party” or “other third party” is a subcontractor to the contractor.</p> <p>5.24.3. A force majeure event shall not include any events or consequences that result from a Party’s negligence, willful misconduct, or economic hardship, including increases in prices or cost of labor and supplies.”</p>
9.	49	7.4 Performance Bond	Delete this section. There is no Performance Bond required.
10.	55	Schedule E	Schedule E has been revised. Please remove the original Schedule E and replace it with the Revised Schedule E attached
11.	22	3.1.2 Training	Please add the following sentence following the first Paragraph. Training shall be provided as a training session. Each session will train up to a maximum of six (6) individuals.
12.		Price Sheets	Price Sheet Addition 1 is attached and made a part of this RFP. Price Line 00067 is added to the Instant Playback Recorders lines 1-11; Price Line 00068 is added to the Call Answering Equipment (9-1-1) price lines 12-21 and Price Line 00069 is added to the Computer Aided Dispatch (CAD) Software price lines 22-32.

REVISED SCHEDULE E

07-X-36826 Emergency Radio/Telephone Systems (911 Dispatch, etc) including Accessories

Training Support (After the Initial Installation)

All-Inclusive Training Session Costs for a Maximum of Six (6) Students:

One (1) Hour: \$ _____

Full Day: \$ _____

Half Day: \$ _____

Price Sheet (Addition 1)

Term Contract – Advertised Bid Proposal

Dept of Treasury
 Purchase Bureau
 State of New Jersey
 33 West State St., 8th Fl
 Trenton NJ 08625-0230

Solicitation: 07-X-36826 Open Date: Thursday, April 05, 2007 T-Number: T1044 Bidder: <hr style="width: 80%; margin-left: 0;"/>
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Line No	Commodity-Service Description	Quantity	Unit	Discount	
00067	Commodity Code:725-18-064503 INSTANT PLAYBACK RECORDER 9-1-1 TELECOMMUNICATIONS EQUIPMENT BIDDER TO PROVIDE THE FOLLOWING: PRICE LIST DATE: _____	1	EACH	_____	_____
00068	Commodity Code:725-18-064504 CALL ANSWERING EQUIPMENT (9-1-1) 9-1-1 TELECOMMUNICATIONS EQUIPMENT BIDDER TO PROVIDE THE FOLLOWING: PRICE LIST DATE: _____	1	EACH	_____	_____
00069	Commodity Code:725-18-064503 COMPUTER AIDED DISPATCH (CAD) SOFTWARE 9-1-1 TELECOMMUNICATIONS EQUIPMENT BIDDER TO PROVIDE THE FOLLOWING: PRICE LIST DATE: _____	1	EACH	_____	_____

SUBCONTRACTOR SET ASIDE FORMS

NOTICE TO ALL BIDDERS

NOTICE OF INTENT TO SUBCONTRACT FORM

SUBCONTRACTOR UTILIZATION PLAN FORM

Pursuant to Section 3.11 of the Standard Terms and Conditions, **any bidder intending to subcontract must also complete the Subcontractor Utilization Plan (Plan)**. Bidders are instructed to list **all** proposed subcontractors on the *Plan*. [A bidder intending to subcontract must include a completed and signed *Plan* or be subject to rejection of its proposal as non-responsive.]

PROCEDURES FOR SMALL BUSINESS PARTICIPATION AS SUBCONTRACTORS

If the bidder intends to utilize any subcontractors during the course of the contract(s) to be awarded as a result of this Request for Proposal (RFP), the bidder will include small business subcontracting targets pursuant to NJAC 17:13-4. and Executive Order 71. Each bidder is required to make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission-registered (Commerce) small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three categories. **All bidders must complete the Notice of Intent to Subcontract form**. Failure to include a completed and signed *Notice of Intent to Subcontract* form will be sufficient cause to reject a bidder's proposal as non-responsive.

DEFINITIONS:

"Small business" means a business that

- is independently owned and operated
- is incorporated or registered in and has its principal place of business located in the State of New Jersey.
- Has 100 or fewer full-time employees
- Has gross revenues falling in one of the following three categories:
 1. 0 to \$500,000 (Category I);
 2. \$500,001 to \$5,000,000 (Category II);
 3. \$5,000,001 to \$12,000,000 (Category III).

"Commerce-registered" means a small business that meets the requirements and definitions of "small business" and has applied for and been approved by Commerce as a small business.

SUGGESTED PROCEDURE TO DEMONSTRATE A GOOD FAITH EFFORT:

If a bidder intends to subcontract, the following actions should be taken to achieve the set-aside subcontracting goal requirements:

1. Attempt to locate eligible small businesses in Categories I, II and III appropriate to the RFP;
2. Request a listing of small businesses by Category from Commerce;
3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
4. Provide all potential subcontractors with detailed information regarding the specifications;
5. Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes;
6. Obtain, in writing, the consent of any proposed subcontractor to use its name in response to the RFP; and,
7. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Proposals should also contain the following items with the *Plan*, as applicable:

1. A copy of Commerce's proof of registration as a small business for any business proposed as a subcontractor; and,
2. Documentation of the bidder's good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Business Unit of the Division of Purchase and Property to effectively assess the bidder's efforts to comply if the bidder has failed to attain the statutory goals.

If awarded the contract, the bidder shall notify each subcontractor listed in the *Plan*, in writing.

NOTE THAT A BIDDER'S FAILURE TO SATISFY THE SMALL BUSINESS SUBCONTRACTING TARGETS OR PROVIDE SUFFICIENT DOCUMENTATION OF ITS GOOD FAITH EFFORTS TO MEET THE TARGETS WITH THE BID PROPOSAL OR WITHIN SEVEN (7) BUSINESS DAYS UPON REQUEST SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

Bidders seeking eligible small businesses should contact:

New Jersey Commerce and Economic Growth Commission
Office of Small Business
20 West State Street
PO Box 820
Trenton, New Jersey 08625-0820

Telephone: (609) 292-2146

Each bidder awarded a contract for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the bidder's compliance with NJAC 17:13-1.1 et seq., and this *Notice to All Bidders*.

REQUIRED SUBMISSION

STATE OF NEW JERSEY
DIVISION OF PURCHASE AND PROPERTY (DPP)

NOTICE OF INTENT TO SUBCONTRACT FORM

THIS **NOTICE OF INTENT TO SUBCONTRACT** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

DPP Solicitation Number:	DPP Solicitation Title:
Bidder's Name and Address:	

INSTRUCTIONS: PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED **SUBCONTRACTOR UTILIZATION PLAN** WITH THEIR BID PROPOSALS.

If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 3.11 of the NJ Standard Terms and Conditions, I will submit the **Subcontractor Utilization Plan (Plan)** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the **Plan** documentation of such efforts in accordance with NJAC 17:13-4 and the **Notice to All Bidders**.

PRINCIPAL OF FIRM:

(Signature)

(Title)

(Date)

REQUIRED SUBMISSION IF BIDDER INTENDS TO SUBCONTRACT

STATE OF NEW JERSEY, DIVISION OF PURCHASE AND PROPERTY (DPP) SUBCONTRACTOR UTILIZATION PLAN (REFERENCED IN RFP STANDARD TERMS AND CONDITIONS)	DPP Solicitation No.: _____
NOTE: If utilizing subcontractors, failure to submit this properly completed form will be sufficient cause for rejection of the bid as non-responsive.	DPP Solicitation Title: _____
Bidder's Name and Address: _____ _____	Bidder's Telephone No.: _____ Bidder's Contact Person: _____

INSTRUCTIONS: List all businesses to be used as subcontractors. This form may be duplicated for extended lists.

SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	CHECK HERE IF CONTRACT IS NOT SMALL BUSINESS <input type="checkbox"/>			TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACTS
	SMALL BUSINESS CATEGORY *				
	I	II	III		

* For those Bidders listing Small Business Subcontractors: Attach copies of NJ Commerce & Economic Growth Commission registration for each subcontractor listed. If bidder has not achieved established subcontracting set-aside goals, also attach documentation of good faith effort to do so in the relevant category in accordance with NJAC17:13-4 and the Notice to All Bidders.

I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract.

PRINCIPAL OF FIRM:

(Signature) (Title) (Date)

SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: _____ Solicitation Number: _____

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the referenced contract issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:

List every location where services will be performed by the Contractor and all Subcontractors.

If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Contractor and/or Subcontractor	Description of Services	Performance Location[s] by Country	Reasons why services cannot be performed in US
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Vendor to the Director, Division of Purchase and Property (the "Director").

The Director shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor: _____
[Name of Organization or Entity]

By: _____ Title: _____

Print Name: _____ Date: _____

COOPERATIVE PURCHASING FORM

DEPARTMENT OF THE TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE STREET PO BOX 230 TRENTON, NJ 08625-0230	SOLICITATION NUMBER: _____ BIDDERS NAME: _____ BIDDERS FEIN: _____
--	--

IMPORTANT NOTICE

BIDDERS ARE ADVISED TO REVIEW THE ATTACHED REQUEST FOR PROPOSAL (RFP) AND ANSWER THE CONTRACT EXTENSION QUESTION LISTED BELOW.

AGREEMENT TO EXTEND STATE CONTRACT TERMS TO QUASI-STATE AGENCIES, COUNTIES, MUNICIPALITIES, SCHOOL DISTRICTS, COUNTY COLLEGES AND STATE COLLEGES

THE QUESTION BELOW ELICITS THE BIDDER'S ADVANCE AGREEMENT TO OR REJECTION OF THE USE OF THIS STATE CONTRACT BY THE FOLLOWING ENTITIES:

N.J.S.A. 52:27B-56.1 PERMITS THE PARTICIPATION OF QUASI-STATE AGENCIES IN STATE CONTRACTS.

N.J.S.A. 52:25-16.1 ALLOWS THE DIRECTOR TO EXTEND IN ADVANCE THE LOCAL USE OF STATE CONTRACTS BY INCLUDING A PROVISION FOR SUCH PURCHASES IN THE STATE CONTRACT.

N.J. S.A. 52 :25-16.2 PERMITS VOLUNTEER FIRE DEPARTMENTS, VOLUNTEER FIRST AID SQUADS AND RESCUE SQUADS TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 52:25-16.5 PERMITS INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 18A:64A-25.9 PERMITS ANY COLLEGE TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 18A:64-60 PERMITS ANY STATE COLLEGE TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 40:11-12 AND N.J.S.A. 18A:18A-10 TO ALLOW COUNTIES, MUNICIPALITIES AND SCHOOL DISTRICTS TO USE SUCH STATE CONTRACTS AND TO DEAL "DIRECTLY" WITH STATE CONTRACT VENDORS INSTEAD OF BIDDING THE ITEMS.

THE SAME PRICE MUST BE ESTABLISHED FOR THE STATE AND FOR LOCAL GOVERNMENTS; OTHER TERMS AND CONDITIONS ALSO MUST BE THE SAME UNLESS A PARTICULAR TERM OR CONDITION IS SPECIFICALLY IDENTIFIED OTHERWISE IN THE RFP BY THE STATE.

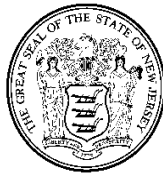
A BIDDER'S WILLINGNESS OR UNWILLINGNESS TO EXTEND WILL "NOT" BE A FACTOR IN DETERMINING THE STATE AWARD. THE DIRECTOR WILL "NOT" AWARD A SEPARATE CONTRACT FOR LOCAL USE. THE VENDOR MUST AFFIRMATIVELY INDICATE ITS CONSENT TO SUCH EXTENSION IN ACCORDANCE WITH THE PROVISIONS OF THE RFP, AT THE TIME OF CONTRACT AWARD, OR AT ANY TIME DURING THE PERIOD OF PERFORMANCE OF THE CONTRACT.

DO YOU AGREE TO EXTEND ANY STATE CONTRACTS AWARDED AS A RESULT OF THIS RFP TO THE AFOREMENTIONED ENTITIES AT THE SAME PRICE AND COMMON TERMS AND CONDITIONS?

YES NO

IF THE BIDDER DOES NOT CHECK "YES" OR "NO" TO THE ABOVE QUESTION, THE ANSWER WILL BE CONSIDERED AS "NO" .

NOTE: NO CONTRACT WILL BE EXTENDED TO THESE ENTITIES UNLESS THE DIRECTOR OF THE DIVISION OF PURCHASE AND PROPERTY SPECIFICALLY PROVIDES FOR THE EXTENSION AT THE TIME OF THE AWARD, OR AT ANY TIME DURING THE PERIOD OF PERFORMANCE OF THE CONTRACT.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
Purchase Bureau
P.O. Box 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

March 16, 2007

To: All Interested Bidders

**Re: RFP # 07-X-36826
Emergency Radio/Telephone Systems (9-1-1 Dispatch, etc.) including Accessories**

Bid Due Date: **April 5, 2007** (2:00 p.m.)

Addendum # 2

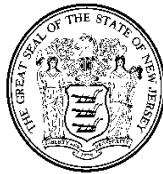
The following constitutes Addendum #2 to the above referenced solicitation.

Additions, deletions, clarifications and modifications to the RFP.

It is the bidders' responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

#	Page(s)	RFP Section Reference	Additions, Deletions, Clarifications and Modifications to the RFP
1.	45	6.3.2 & (6.3.2.1) Proposal Evaluation- Lines 53-55	Add Line Items 67-69 to sections 6.3.2 and 6.3.2.1 to read Line Items 53-55, 67-69



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
Purchase Bureau
P.O. Box 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

March 29, 2007

To: All Interested Bidders

Re: **RFP # 07-X-36826**
Emergency Radio/Telephone Systems (9-1-1 Dispatch, etc.) including Accessories

Bid Due Date: **April 12, 2007** (2:00 p.m.)

Addendum # 3

The following constitutes Addendum #3 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions

Part 2: Additions, deletions, clarifications and modifications to the RFP.

Please be advised that the Bid Due date has been changed from April 05, 2007 to April 12, 2007 due to the modified response to a question received at the electronic question and answer period answered in Addendum #1. The original question is restated and answered in Part 1 of this Addendum #3.

It is the bidders' responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1
Emergency Radio/Telephone Systems
(9-1-1 Dispatch, etc.) including Accessories
Solicitation Number: 07-X-36826

Answers to Questions

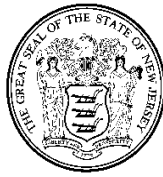
Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page(s)	RFP Section Reference	Questions	Answers
1	2	Addendum 1, Part 1, Answers to Question, #7	Regarding the third paragraph (of the Purpose & Intent) - Certain PSAP systems require traditional PBX equipment as the switching component of the overall solution. Is it thus permissible to include this type of equipment in the components listed/priced for that type of product for purposes of engineering and delivering a complete solution for the end users?	<p>Yes. PSAP systems that include traditional PBX equipment as the switching component of the overall solution may be proposed. The proposed PBX equipment must be for the purpose of providing the functions required to operate a PSAP.</p> <p>PBX equipment to be utilized for applications other than PSAP must be purchased off of the other State contract.</p>

PART 2
Emergency Radio/Telephone Systems
(9-1-1 Dispatch, etc.) including Accessories
Solicitation Number: 07-X-36826

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page(s)	RFP Section Reference	Additions, Deletions, Clarifications and Modifications to the RFP
N/A	N/A	N/A	N/A



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
Purchase Bureau
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

April 3, 2007

To: All Interested Bidders

Re: RFP # 07-X-36826
Emergency Radio/Telephone Systems (9-1-1 Dispatch, etc.) including Accessories

Bid Due Date: **April 19, 2007** (2:00 p.m.)

Addendum # 4

The following constitutes Addendum #4 to the above referenced solicitation.

Please be advised that the Bid Due date has been changed from April 12, 2007 to April 19, 2007 to replace Price Sheet (Addition 1), with Price Sheet (Addition 2). The Commodity-Service Description field in the attached Price Sheet (Addition 2) now includes a Brand Name & Model Number line for bidders proposing products other than Brands covered by Lines 00001 through 00066. Bidders proposing products covered by Lines 00067, 00068 or 00069 shall complete Price Sheet (Addition 2) and include it with their proposal.

It is the bidders' responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

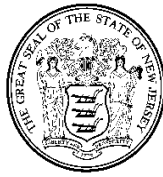
Price Sheet (Addition 2)

Term Contract – Advertised Bid Proposal

Dept of Treasury
 Purchase Bureau
 State of New Jersey
 33 West State St., 8th Fl
 Trenton NJ 08625-0230

Solicitation: 07-X-36826 Open Date: Thursday, April 19, 2007 T-Number: T1044 Bidder: _____
--

Line No	Commodity-Service Description	Quantity	Unit	Discount	
00067	Commodity Code:725-18-064503 INSTANT PLAYBACK RECORDER 9-1-1 TELECOMMUNICATIONS EQUIPMENT BIDDER TO PROVIDE THE FOLLOWING: BRAND: NAME & MODEL NUMBER _____ PRICE LIST DATE: _____	1	EACH		
00068	Commodity Code:725-18-064504 CALL ANSWERING EQUIPMENT (9-1-1) 9-1-1 TELECOMMUNICATIONS EQUIPMENT BIDDER TO PROVIDE THE FOLLOWING: BRAND: NAME & MODEL NUMBER _____ PRICE LIST DATE: _____	1	EACH		
00069	Commodity Code:725-18-064503 COMPUTER AIDED DISPATCH (CAD) SOFTWARE 9-1-1 TELECOMMUNICATIONS EQUIPMENT BIDDER TO PROVIDE THE FOLLOWING: BRAND: NAME & MODEL NUMBER _____ PRICE LIST DATE: _____	1	EACH		



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
Purchase Bureau
P.O. Box 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

April 9, 2007

To: All Interested Bidders

Re: **RFP # 07-X-36826**
Emergency Radio/Telephone Systems (9-1-1 Dispatch, etc.) including Accessories

Bid Due Date: **April 19, 2007** (2:00 p.m.)

Addendum # 5

The following constitutes Addendum #5 to the above referenced solicitation.

It is the bidders' responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

#	Page(s)	RFP Section Reference	Additions, Deletions, Clarifications and Modifications to the RFP
1	44	6.3.1 PROPOSAL EVALUATION – LINE ITEMS 1-52	<p>This section has been revised. Add Line Items 67-69 to the section title and the first sentence.</p> <p>The new section title shall read: 6.3.1 PROPOSAL EVALUATION – LINE ITEMS 1-52 and 67-69</p> <p>The first sentence of this section shall read: For line items 1-52 and 67-69 the proposals will be evaluated on the following criteria:</p>

State of New Jersey Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

STANDARD TERMS AND CONDITIONS:

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will 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 Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 BUSINESS REGISTRATION** –Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. Failure to submit a copy of the Business Registration Certificate within the bid proposal may be cause for rejection of the bid proposal.

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 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004. 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 <http://www.state.nj.us/treasury/revenue/busregcert.htm>

- 1.2 ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey 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.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 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.
- 1.4 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.
- 1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 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 Act.
- 1.6 OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.

State of New Jersey Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

- 1.7 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.
- 1.8 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.
- 1.9 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 will be responsible for securing and paying all necessary permits, where applicable.

2. LIABILITIES

- 2.1 LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from 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 his contract.
- 2.2 INDEMNIFICATION** - 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 on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, naming the State as an Additional Insured and shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY
Purchase Bureau – Bid Ref. #

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

- a. 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. 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.
- 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

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

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

State of New Jersey

Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

3.2 CONTRACT PERIOD AND EXTENSION OPTION - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 BID AND PERFORMANCE SECURITY

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
 2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
 - a. Issue an award notice for those offers accepted by the State;
 - b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
 2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that its bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

State of New Jersey

Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

3.5 TERMINATION OF CONTRACT

a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

b. For cause:

1. Where a contractor fails to perform or comply with a contract, 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 upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 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 will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

3.6 COMPLAINTS - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as 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.

3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1 permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must be under the same terms and conditions, including price, applicable to the State.

3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9 permits any college to participate in any term contract(s) that may be established as a result of this proposal.

3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60 permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

3.11 SUBCONTRACTING OR ASSIGNMENT - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and

State of New Jersey Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

3.12 MERGERS, ACQUISITIONS - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation 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 should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder 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 Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will 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.

State of New Jersey Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

- 3.14 DELIVERY GUARANTEES** - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

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.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

- 3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE** - The Director reserves the right to reject any or all bids, 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 contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

- 3.16 BID ACCEPTANCES AND REJECTIONS** - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

- 3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES** - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

- 3.18 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 contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

- 3.19 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

State of New Jersey

Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

3.20 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 will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It will 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 will notify the defendants in any antitrust suit of the fact 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 will be sent to the Attorney General of New Jersey.

Furthermore, 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.

4. TERMS RELATING TO PRICE QUOTATION

4.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise noted 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 of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

4.2 DELIVERY COSTS - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the 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.

F.O.B. Destination 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 contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

4.3 C.O.D. TERMS - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

4.4 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.

State of New Jersey Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

4.5 PAYMENT TO VENDORS - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State 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, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three 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 MasterCard. For more information, call your bank or any merchant services company.

4.6 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 will 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.

4.7 RECIPROCITY - 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 bidder whose state or locality maintains a preference practice for their bidders.

5. CASH DISCOUNTS - Bidders are 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 lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form 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 Voucher shall be deemed the date of the State's response to that Voucher.

State of New Jersey

Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

6. STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on vendor 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 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 paragraph 6a through 6e 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 6c.

7. NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX NOTICE

Please be advised that, pursuant to P.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 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.

State of New Jersey
Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

8. **APPLICABLE LAW** - 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.