

1466 Video Teleconferencing Equipment (T-1466) (REVISED)

SPECIFICATIONS FOR  
VIDEO TELECONFERENCING EQUIPMENT  
(T-1466)

1.0 GENERAL REQUIREMENTS

1.1 PURPOSE AND INTENT

The purpose of this Request for Proposal (RFP is to enter into term contracts for the purchase, installation, maintenance and training support for Video Teleconferencing Equipment.

The intent of this RFP is to provide Video Teleconferencing Equipment for:

1. Distant Education/Large Group Video Teleconferencing
2. Set Top/Small Group Video Teleconferencing
3. Judicial Arraignment
4. Media Management and Distribution System

The RFP provides for new installations (price lines 1 and 2) and additions to existing installations (price lines 3 through 17). A primary and secondary contract award will be awarded for new installations, i.e. a primary and secondary contract award for price line 1 and a primary and secondary contract award for price line 2. Using Agencies must utilize the contractor's awarded price lines 1 and 2 when installing a new system at a location that does not presently have a teleconferencing system. Using Agencies must first contact the primary contractor. Only if the primary contractor is unable to perform is the Using Agencies permitted to contract with the secondary vendor. One contract award will be made for price lines 3 through 17.

The labor portion of this RFP is restricted to the installation of equipment purchased under contracts resulting from this RFP, i.e. new installations (price lines 1 and 2) or additions to an existing installation (price lines 3 through 17).

Any vendor Form Documents, i.e. Purchase Agreements, Maintenance Agreements etc., submitted in response to this Request for Proposal will not be accepted.

1.2 BACKGROUND

New Jersey primarily uses video teleconferencing for Distant Education and Video Arraignment. The typical distance education installation is an electronically enhanced classroom. These classrooms are constructed to serve a range of applications. Some high schools in large school districts share teachers, especially for advanced courses, by connecting high school classrooms at various schools throughout the district. Outside

organizations, such as NASA, may provide supplemental distant learning via video teleconferencing. While the exact number of electronically enhanced classrooms is unknown, there are approximately two hundred configurations 1 (price line 1) video teleconferencing systems currently in place.

The New Jersey Department of Corrections currently has ninety-three Video Teleconferencing systems in place and holds approximately 730 video teleconferences per month. Currently every prison in New Jersey is equipped with at least one video teleconferencing system as are all the twenty-one county courthouses and public defender offices, Intensive Supervisor Program (ISP) offices, the State Parole Board and several county jails and half way houses.

- 1.3 The bidder's signature on the face of the RFP guarantees all prices to be firm for the full term of the contract and represents the bidder's acknowledgment and acceptance of all RFP terms including the Standard Terms and Conditions that override any conflicting terms which may appear on a manufacturer's preprinted price list or other preprinted literature, and have not been deleted by the bidder, including, but not limited to, manufacturer's warranties, indemnification and liability provisions.
- 1.4 By submitting a bid proposal, the bidder agrees that the bidder is satisfied, from the bidder's own investigation of the conditions to be met, that the bidder fully understands the requirements of this RFP and that, if awarded a contract, the bidder will not make any claim for, or have any rights to cancellation or relief, without penalty, because of any misunderstanding or lack of information.
- 1.5 BIDDERS INFORMATION

#### 1.5.1 Mandatory Bidders' Conference

A Mandatory Bidders' Conference has been scheduled for this procurement. The date, time and location are noted on the front page of this RFP. Since the conference is mandatory, failure to attend and register will disqualify a firm from submitting a bid response to this RFP. Bids will be automatically rejected from any firm not represented and properly registered at the mandatory bidders' conference. The purpose of this conference is to provide a structured and formal opportunity for the State to accept questions from bidders on the RFP document as well as to clarify the contents of the RFP.

Any major revisions to the RFP as a result of the Bidders' conference, or answers to deferred questions, will be made in the form of written addenda to the original RFP. The State may also distribute additional background information or material at the conference.

#### 1.5.2 Questions and Inquiries

Bidders are encouraged to submit questions in advance of the Mandatory Bidders' Conference so that answers may be prepared by

the time of the conference. Lengthy or multiple questions should be submitted in writing. Oral explanations or instructions given over the telephone before the award of the contract shall not be bidding. Bidders are cautioned that all questions and inquiries regarding this RFP must be directed to the Purchase Bureau buyer listed on the cover sheet if this RFP. Written questions should specifically reference the RFP page number and section number to which the questions relates. No questions regarding the RFP will be accepted after the conclusion of the Mandatory Bidders' Conference. Questions submitted in writing at the Mandatory Bidders' Conference must be hand delivered to the Purchase Bureau buyer. The Purchase Bureau is the sole point of contact for information concerning this RFP.

Questions must be mailed or faxed to the attention of the assigned buyer at the following address.

Toni Lello  
Purchase Bureau  
33 West State Street  
P O Box 230  
Trenton, NJ 08625

Fax No. 609-292-5170

#### 1.5.3 Revisions to this Request for Proposal

In the event that it becomes necessary to revise any part of this RFP prior to the Mandatory Bidders' Conference, revisions will be provided in the form of an addendum to all bidders to whom the Purchase Bureau mailed the initial RFP. If revisions are necessary after the Mandatory Bidders' Conference, the revisions will be provided only to those bidders who attended and properly registered at the Bidders Conference.

#### 1.6 COMPLIANCE WITH PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Contractors must be in compliance with the Public Works Contractor Registration Act. Under the Act, no contractor/subcontractor will be permitted to engage in a contract for public work unless that contractor/subcontractor is registered with the New Jersey Department of Labor. The Act provides that upon registration with the Department of Labor, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirements. There is a registration fee of \$300 per year. Contractors must submit a copy of this certificate to the Purchase Bureau with their proposals.

For further information vendors can contact the Contractor Registration Unit at:

New Jersey Department of Labor  
Division of Wage & Hour Compliance  
P O Box 389  
Trenton, New Jersey 08625-0389  
Telephone: 609-292-9464  
Fax: 609-633-8591

In addition, labor rates must be in accordance with the Prevailing Wage Act. The Prevailing Wage Rates by county may be obtained at the following web site:

<http://www.state.nj.us/labor/wps/wh/division/contract/prevail/wagorate.htm>

#### 1.7 BONDING REQUIREMENTS

Neither a bid deposit nor performance security is required for this proposal.

#### 1.8 PRICE

1.8.1 All prices in price lists shall be net, include all transportation charges to all NJ Using Agencies and be firm and not subject to increase during the period of the contract. Escalation clauses shall not be accepted.

1.8.2 All discounts from price list shall be firm for the period of the contract.

1.8.3 In the event of manufacturer'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 the Division of Purchase and Property must be notified in writing of any reduction within five (5) days of the effective date.

#### 1.9 ISSUING OFFICE

This Request for Proposal is issued by the State Division of Purchase and Property, Purchase Bureau. The Issuing Office is the sole point of contact between bidders and the State for purposes of this RFP.

#### 1.10 COST LIABILITY

The State of New Jersey assumes no responsibility and no liability for costs incurred by firms prior to issuance of a contract.

#### 1.11 DISCLOSURE OF BID PROPOSAL

All proposals and supporting materials as well as correspondence relating to the RFP become the property of the State upon receipt.

The entire contents of every bid response proposal that is publicly opened and read becomes a public record notwithstanding any disclaimer by the Bidder in the bid response proposal document.

All bid response proposals, being public records, are available for public review and inspection. Persons who wish to review bid response proposals must make an appointment with the Purchase

Bureau. Inspection is subject to the rules of the Purchase Bureau.

#### 1.12 CONTRACT PERIOD

Any contract resulting from this RFP shall be for a one year period commencing with the date of formal award with a permitted one year contract extension at the option of the State with the consent of the contractor.

Contract extensions shall be at the option of the State with the concurrence of the contractor. The State shall notify the contractor of its intent to extend ninety days prior to expiration date of the initial contract period or, if applicable, the expiration date of the initial one-year extension.

#### 1.13 CONTRACT TRANSITIONAL PERIOD

In the event that a contractor(s) is not selected prior to the contract expiration date as may be extended, or the date of termination of the contract by the State of New Jersey, it shall be incumbent upon the contractor(s) to continue the service under the same terms and conditions until new contracts can be completely operational.

At no time shall this service extend more than ninety (90) days beyond the original expiration date of the existing contract as may be extended.

#### 1.14 QUANTITIES

The State will not be bound to any minimum or maximum quantity. The contract shall be for the quantities actually ordered during the contract period.

#### 1.15 PROCEDURAL REQUIREMENTS AND AMENDMENTS

1.15.1 Contractor(s) shall comply with procedural instructions that may be issued from time to time by the Director of the Division of Purchase and Property.

1.15.2 During the period of contract, no change is permitted in any of its conditions and specifications, unless the Contractor receives written approval from the Director of the Division of Purchase and Property.

1.15.3 Changes to the RFP can only be authorized by the Purchase Bureau. Any changes will be confirmed, in writing, by an addendum, to the RFP.

1.15.4 The State reserves the right to bid individual requirements separate from any contracts resulting from this bid when deemed in its best interest.

1.15.5 The bidder must be an OEM or a direct authorized dealer of the manufacturer of the products which it proposes to furnish. The State reserves the right to request the bidder's status at any time. Failure to provide the

required certification may result in bid rejection or contract cancellation. Certifications may be requested for major components only, not miscellaneous hardware.

- 1.15.6 All personnel must observe all regulations in effect at the Using Agency. While on State property employees shall be subject to control of the State, but under no circumstance shall such persons be deemed employees of the State. The Contractor's personnel shall not represent themselves as employees of the State.

The Director of Purchase and Property may request the contractor to transfer employees from the work crew with respect to whom reasonable suspicion exists that they are incompetent, prone to excessive tardiness, absenteeism or theft.

- 1.15.7 The Contractor shall assume all responsibility for its actions and the actions of anyone working for the contractor while engaged in any activity connected with this contract.

#### 1.16 CATEGORIES

The equipment and services to be acquired relate to:

- A. Distance Learning
- B. Video Teleconferencing
- C. Judicial Arraignment
- D. Media Management and Distribution Systems

#### 1.17 ORIGINAL EQUIPMENT MANUFACTURER

Bidders must submit the Original Equipment Manufacturer's (OEM) most current published price list which is in effect at the time of bid opening with their bids.

If the Original Equipment Manufacturer (OEM) does not have a published price list, one must be created by the OEM 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 OEM price list at the time of bid submission. All discounts bid will be based and evaluated against the OEM's 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.

Some of the Manufacturer's price lists submitted may have equipment, accessories and/or supplies listed that are not within the intent of this contract. Those items are not to be considered, sold or discussed as contract items with any Using Agency.

#### 1.18 MANUFACTURER-DEALER/DISTRIBUTOR BIDDING

If you are a Manufacturer bidding and want to authorize your

Dealer/Distributors to process orders, you must submit with your proposal a listing of these firms. In addition, the Manufacturer must submit with his proposal a letter from each of the Dealer/Distributors listed that they will accept all terms and conditions and pricing as submitted by the Manufacturer. The Manufacturer will remain fully responsible if for any reason the Dealer/Distributor fails to uphold his contractual obligations.

As a Manufacturer bidding directly you will be assigned a contract number which your Dealer/Distributors will use. All billing will be processed through the Dealer/Distributor from which the equipment was purchased.

#### 1.19 SUBSTITUTIONS/REPLACEMENTS/ADDITIONS

If a new product within the scope of this RFP is introduced during the contract term, or a current product is discontinued, updated or replaced by a new product, and the contractor wishes to offer that product under the contract, the product must be better or equal to the equipment under contract and a request for substitution or addition must be made in writing to the Division of Purchase and Property, with the following stipulations:

1. The Request must be submitted, in writing, to Toni Lello at the Purchase Bureau, 33 West State Street, P O Box 230, Trenton, NJ 08625-0230. An original and two exact copies must be submitted.
2. The equipment will be considered for addition to the contract at the introduction price less the discount bid.
3. The request must be for equipment from the same manufacturer lines originally awarded.
4. All requests must be approved in writing by the Division of Purchase and Property before being offered to any agencies.

#### 1.20 New Technology

If a new product, having the same functional purpose and a demonstrated nexus to the product under the contract, is developed and comes in to standard production after the contract award, that product will be considered for addition and/or replacement to the product under contract. The Contractor must make a written request to the Purchase Bureau for the new product to be added to the contract. Such written request must include the specifications for the new product, evidencing that the new product serves the same functional purpose and has a close nexus to the product under contract.

All proposed additions or replacement are subject to review and written acceptance by the Director, Division of Purchase and Property. The sale of the new product, accepted in writing by the Director, shall be governed by the terms of the contract, including price. The aggregate price performance of any new product must be equal or less than the existing contracted product.

#### 1.21 ISSUE RESOLUTION

All issues, disputes, complaints, payments, time and material calls will be mediated by members of the contractor's staff, the Using Agency and the Purchase Bureau. Formal complaints will be handled by the Division's Contract Compliance and Administration Unit, pursuant to NJAC 17:12-4.

#### 1.22 FUNDING

The State's obligation thereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are made available by the Legislature.

#### 1.23 No Additional Costs

All prices and hourly rates bid are required to be all-inclusive. Additional charges for indirect costs, fees, licenses, registrations, commissions, travel, subsistence, report preparation, administrative tasks, administrative and clerical support, overhead, etc., are not to be billed and, if billed will not be paid.

#### 1.24 Execution of Contract

Following award notification, the Purchase Bureau will mail formal contract(s). Individual orders will be issued directly by the Using Agency.

#### 1.25 Acceptance of Proposal Content

The contents of the proposal of a successful bidder, as accepted by the State, will become part of any contract awarded as a result of this RFP.

#### 1.26 Lease/Purchase

There will be no lease purchase options under this contract.

### 2.0 DEFINITIONS

1. Addenda - Are written or graphic instruments issued by the Purchase Bureau which modify or interpret the RFP by additions, deletions, clarifications, or corrections.
2. Bidder - A person, partnership, firm, corporation or joint venture submitting a bid proposal in response to the RFP for the purpose of obtaining a State contract.
3. Contract - This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State
4. Contractor - The Contractor is the bidder who has been



awarded the Contract or purchase order resulting from the State's RFP to provide the goods or services specified in the RFP. The bidder becomes the Contractor after the date of final contract award.

5. Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the contracting officer for the State of New Jersey.
6. Division - The Division of Purchase and Property.
7. Formal Date of Award - Effective date of contract.
8. Refurbished - A term used in the secondary telecom equipment business. Refurbishing means the equipment has been cleaned, polished, resurfaced and whatever else it takes to return the equipment to a "like-new" appearance. Refurbishing usually means it has been completely tested and is ready for installation.
9. 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.
10. Request for Proposal (RFP) - This document which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of the State as identified herein.
11. State - State of New Jersey
12. Update - A maintenance fix to enhance functionality and overcome glitches in current version of software. It is not a major release or version change.
13. Upgrade - It is a new release of software which may impact functionality and cost.
14. Using Agency or Agency - The entity for which the Division has issued this RFP and will enter into a contract.

### 3.0 REQUIREMENTS

#### 3.1 DELIVERY

- 3.1.1 All deliveries are to be FOB destination. If installation is required, deliveries shall be spotted, installed and made operational and shall include:
  - A. Uncrating, setting into place and installation.
  - B. Final operating check by Contractor's factory trained representative.
  - C. Instruction of user's personnel.

- 3.1.2 Contractor shall be responsible for the delivery of material in first-class condition at the point of delivery and in accordance with good commercial practice.
- 3.1.3 Contractor shall furnish, in the space provided in the RFP a delivery schedule as to time required for delivery from receipt of order and notify the agency at least forty-eight (48) hours in advance of shipment so that necessary arrangements can be made.
- 3.1.4 If deliveries can not be affected within the stated time after receipt of order, ordering agency shall be advised immediately to permit purchase from another source, in the case of price lines 1 and 2, from the secondary vendor. There will be no back ordering, except upon specific approval of ordering agency.
- 3.1.5 Brands delivered must be strictly in accordance with those offered in the Contractor's bid.
- 3.1.6 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. No consideration will be given to Contractors restricted to a geographical area within the State.

## 3.2 WARRANTY AND RESPONSE TIME

### 3.2.1 Warranty

All equipment and software must operate in accordance with the manufacturer's standard specifications and documentations with a warranty for a minimum period of one year to begin after acceptance. Acceptance is when the equipment is installed either by the Using Agency or the Contractor and the equipment is in good working order and made operational in accordance with standard specifications and the equipment is accepted by the Using Agency, or if applicable, after the In-Service training. 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 any updates and upgrades thereto during the warranty period.

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

Bidders providing a warranty of less than one year will not be considered for award. If the equipment has less than a one year warranty, bidders must provide pricing to

bring the warranty to one year. Bidders may offer warranties of more than one year. Although extended warranties will be accepted by the State, extended warranties will not be an evaluation criteria for award.

### 3.2.2 Replacement Parts

Only new parts and materials are permissible where replacement of parts and materials is required in accordance with the manufacturer's guidelines to effect the necessary repairs where 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 he shall furnish at its own expense all applicable technical literature or documentation and information necessary or related thereto as required by the Using Agency. The Using Agency will review such information as may be provided by the Contractor with respect to the comparative 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 for some reason a "new" part is not readily available, i.e. parts no longer in current production.

### 3.2.3 Trouble Report

Contractor shall maintain a toll-free telephone number for "trouble reporting" and technical support between the hours of 8:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday thru Friday. Remote diagnostic testing capability of the equipment by the vendor's personnel is required.

Contractor shall provide a list of escalation telephone contact numbers for supervisory personnel of the vendor's trouble reporting center.

### 3.2.4 Response Time

Response time for "technical support" for routine problems should be no longer than one (1) hour. On site response time for system failures during the warranty period will be no longer than twenty-four (24) hours of the "trouble report." Contractor will respond to those situations described by the Using Agency as urgent within four hours of the same day as the report.

If failure materially effects the operation of the system or equipment, the Contractor will be required to provide loaner equipment of equal operation to maintain the System until the affected equipment is repaired or replaced.

### 3.3 PACKING AND SHIPPING

Packaging for shipment shall be such as to protect the product adequately to insure 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.

### 3.4 SHOP REPAIR MANUALS

Contractor shall supply a complete shop repair manual in hard copy (and in electronic format, if available) parts manual, service manual and operator's manual at time of delivery on items requiring them. In addition, operational instructions are to be provided if so requested by the Using Agency.

### 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. Repetitive deliveries of substandard items will result in the Using Agency's being authorized by the Director of Purchase and Property to obtain needed items on the open market and to charge the difference in price to the Contractor.

### 3.6 ITEMS ORDERED AND DELIVERED

Using Agencies are authorized to order and vendors 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. Full credit will be demanded. Violation of this clause may result in the removal of the offending contractor's name from the bid mailing list for a period of up to three (3) years.

### 3.7 STANDARDS AND CODES

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

All equipment and installation thereof shall conform to all current applicable Federal, State and Local laws and regulations, and PEOSHA codes, be FCC registered and meet the electrical code standards established by National Electrical Code (NEC), Underwriters Laboratories (UL) and American Disability Act.

Where accessories are to be supplied, they must be compatible with the rest of the equipment.

Video teleconferencing products must conform to:

A. International Telecommunications Union (ITU) family of video teleconferencing, audiographics and audio standards which include:

- H.320 (px64) ISDN)
- H.321 ATM
- H.323 IP/Ethernet
- H.324 POTS
- H.310 ATM-MPEG-2
- T.120 Graphics
- G.711 Audio-Narrowband
- G.728 Audio-Narrowband
- G.722 Audio Wideband

B. NTSC-FCC registered.

C. NEMA National Electrical code.

D. UL/CSA standards.

E. MPEG (Motion Picture Experts Group) most recent version.

Wiring must conform to and be installed in accordance with:  
EIA/TIA-569-Electronic Industries Association/Telecommunications Industry Association Commercial Building for Telecommunication Pathways and Spaces

Installations must be compliant with:

NJAC 5:23

NJAC 6:22

NJSA 18A:18

BOCA National Building Code

All appropriate State of New Jersey Building Codes and all local building and variance requirements.

Equipment must be accompanied with applicable technical literature and documentation.

### 3.8 CONTRACTOR RESPONSIBILITIES

The selected bidder will be considered the Contractor and, as such, will be the sole point of contact with regard to contractual matters. The contractor will be required to assume sole responsibility for the delivery, installation and maintenance of all equipment and services offered in its proposal whether or not it is the OEM. Payment will be made only to the contractor.

The Contractor shall comply with all laws, ordinances and regulations (Federal, State, City and otherwise) covering work thereunder.

The Contractor is responsible for assuring subcontractor compliance with all terms and conditions of this RFP. The Contractor will assume sole responsibility for any payments due the subcontractor(s) under the contract.

### 3.9 SUBCONTRACTING

This section is in addition to Section 3.11 of the Purchase Bureau Standard Terms and Conditions.

Subcontracting is allowable for purposes of this RFP. Any intent to subcontract on the part of the bidder must be specifically described in the bidder's proposal. If subcontracting is planned, the bidder shall submit the same information for any proposed subcontractor that is required in the RFP specification for the bidder.

### 3.10 DEMONSTRATIONS

Video teleconferencing equipment being offered must be capable of being demonstrated. Prototypes will not be acceptable. All equipment proposed must be operational and available to all Using Agencies. Such demonstrations, if so requested, will be held at the convenience of the Using Agency, in an operational site within an approximate 100 mile radius of Trenton, NJ.

### 3.11 TRAINING

The Contractor will provide training and manuals for all equipment and system operation immediately following system installation. Upon request, the Contractor will 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 Configuration I, Configuration II and video teleconferencing equipment purchased through the brand lines which is equivalent to Configuration II is expected to be a least one half day, four hours. Training may either be on site or via video teleconferences at the discretion of the Using Agency. The Contractor will provide all training materials. Training should be included in the price of the configurations and in the purchase price of the equipment from the brand lines.

The Contractor will include with the RFP a resume of the individual currently in the training role and will insure that throughout the contract duration those individuals with similar qualifications fill that role.

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 would be in addition to the training that is to be included after installation. Contractor will be responsible for fulfilling this need by scheduling additional training when requested at a per day rate. Price line 23 has been included on the Price Sheets for this training.

### 3.12 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 vendors.

Awarded vendors will be required to provide contract users with:

1. A written quote showing each item being quoted, the MSLP, the percent discount and the State's price.
2. A photocopy of the page from the vendor's original bid proposal detailing the item or system. If an item has been added to the contract after the original bid submission, the vendor must provide contract users with a photocopy of:
  - A. The Letter of Authorization from the Purchase Bureau verifying approval of the addition.
  - B. The vendor's letter requesting the addition and any attachments specifying the item or items to be added.

### 3.13 PURCHASE ORDER APPROVALS

All Purchase Orders issued under this contract are subject to agency approval and Office of Information Technology (OIT) approval depending upon the dollar amount and/or scope of work. Vendors are hereby informed that a individual agency may not have the authority to order products without attaining OIT approval and no products should be shipped until all approvals have been attained and a fully executed purchase order has been provided.

### 3.14 PRIMARY AND SECONDARY CONTRACTORS

Price lines 1 and 2 provide for contract awards to primary and secondary contractors. During the term of the Contract, Using Agencies are to utilize the primary Contractor. If the primary Contractor is unable to perform the work required, the Using Agency shall then utilize the secondary Contractor. When utilizing the secondary Contractor, Using Agencies must document their file as to the reason why the primary Contractor was not utilized.

### 3.15 SITE CONSULTING

Unique classroom requirements may require vendor site consultation beyond that required for a standard design of Configurations I and II components requiring additional Contractor resources. Contractors may be engaged to consult on room construction and environmental requirements such as lighting, electrical and auditory.

An hourly rate for site consulting shall be established at the time of response to this RFP. Contractors providing a price for site consulting are to utilize price line 24. Contractors shall provide a written proposal to the Using Agency specifying all consulting charges in advance of the purchase of the Configuration I or II video teleconferencing equipment.

## 4.0 MAINTENANCE FOLLOWING WARRANTY PERIOD AND RESPONSE TIMES

#### 4.1 Maintenance Following Warranty Period

The Contractor may provide for either an all inclusive maintenance price for one year and/or maintenance based on time and material for maintenance support for equipment and software after the one year warranty has expired. Attachment B includes Exhibits A and B which are to be completed by the vendor. Price line 21 shall be utilized by the Contractor providing pricing for an all inclusive annual maintenance price. Price Line 22 shall be utilized by the Contractor providing time and material hourly rates.

Maintenance for software includes any upgrades thereto during the maintenance term.

Exhibit A is for an annual all inclusive maintenance contract. The Contractor is to list all the equipment to be included under the maintenance agreement and the price for maintenance. Information provided in response to Exhibit A must include: labor, installation, preventative maintenance, installation of software upgrades (on the applicable equipment) and other materials required to repair or replace the equipment which has become inoperable through normal wear and usage.

Exhibit B is for maintenance based on time and material/hourly prices. Contractors completing Exhibit B must also include a list of material with the hourly rates.

Attachment B also includes a copy of the Agreement for Equipment and Software Maintenance. All Contractors must adhere to this agreement. Contractors are not permitted to submit their own maintenance agreement to the Using Agencies. Any submission of alternate terms and conditions may result in rejection of the bid.

#### 4.2 Replacement Parts

Only new parts and materials are permissible where replacement of parts and materials is required in accordance with the manufacturer's guidelines to effect the necessary maintenance and/or repairs where 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 maintenance manual. The burden of establishing interchangeability, suitability and quality of alternate or substitute replacement parts or materials lies with the Contractor; and he shall furnish at its own expense all applicable technical literature or documentation and information necessary or related thereto as required by the Using Agency. The Using Agency will review such information as may be provided by the Contractor with respect to the comparative 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 for some reason a "new" part is not readily available, i.e. parts no longer in current production.

#### 4.3 Trouble Report

Contractor shall maintain a toll-free telephone number for "trouble reporting" and technical support between the hours of 8:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday thru Friday. Remote diagnostic testing capability of the equipment by the vendor's personnel is required.

Contractor shall provide a list of escalation telephone contact numbers for supervisory personnel of the vendor's trouble reporting center.

#### 4.4 Response Time

Response time for "technical support" for routine problems should be no longer than one (1) hour. On site response time for system failures during the maintenance period will be no longer than twenty-four (24) hours of the "trouble report." Contractor will response to those situations described by the Using Agency as urgent within four hours of the same day as the report.

If failure materially effects the operation of the system or equipment, the Contractor will be required to provide loaner equipment of equal operation to maintain the System until the affected equipment is repaired or replaced.

### 5.0 PROPOSAL PREPARATION

#### 5.1 General

The bid response proposal is the State's primary vehicle for obtaining essential information on which contract award decisions are based. The bidder shall follow the instructions contained in this document in the preparation and submission of the response proposal. In order to be considered for selection, the bidder must submit a complete response to this RFP including the technical and cost data as detailed.

Bidders are cautioned that their failure to submit the information as required may result in a determination that the bidder's proposal is non-responsive to the RFP requirements. Any qualifying statements by the bidder which effect change(s) to RFP Purchase Bureau Standard Terms and Conditions, Special Terms and Conditions, Specifications or other RFP requirements may be regarded as non-responsive. Consequently, the bidder's eligibility for contract award may be jeopardized. Therefore, bidders are encouraged not to take exception to the State's terms, conditions or specifications.

The information required to be submitted in response to this RFP has been determined by the Purchase Bureau and the Office of Information Technology to be essential for use by the State in

the bid evaluation and contract award process. The Director will use this information as a basis for determination of contract award(s).

5.2 Bidders are to submit this Request for Proposal with the first page (face) signed by an authorized representative of the Bidding Firm with all other data filled in. Failure to comply with this requirement shall result in rejection of the bid in its entirety.

### 5.3 Proposal Delivery and Identification

In order to be considered for selection, proposals must arrive at the Issuing Office on or before the date and time specified on the cover sheet to this RFP. Anticipate potential delivery delays by allowing adequate time for hand, postal, courier or other delivery service.

Proposals not received by the stated date and time will not be opened and will be returned to the bidder.

It is the responsibility of the bidder to clearly and properly identify and label the bid response proposal to aid the Purchase Bureau in properly handling the bid. The exterior of the bid submission package should be clearly labeled with the solicitation number, correct final bid opening date, buyer name and solicitation name/description.

Proposals must be signed in ink by a company official who has authorization to do so.

No changes will be allowed on the proposal pages or price lists unless each change is initialed in ink by the Bidder.

### 5.4 Number of Bid Response Proposal Submissions Required

Bidder's must submit one (1) clearly marked original bid response proposal and two complete/exact copies of the original to the Issuing Office. It is suggested that the bidder make and retain a full copy of the bid response proposal. No other distribution of the proposals shall be made by the bidder.

### 5.5 Proposal Format and Content

Proposals should be prepared simply and economically, providing a straightforward, concise description of the bidder's approach and the capability to satisfy the requirements of this request for proposal. Emphasis should be on completeness and clarity of content.

The proposal should be submitted in one volume where practical. All documentation submitted with the proposal should be bound in that single volume. All pages should be number consecutively.

The proposal is to be divided into the following sections:

Tab 1 - To include the bid cover sheet, Affirmative Action Form, Stockholder Disclosure, MacBride Principles, Cooperative Purchasing Form, Subcontractors List, Department of Labor

Certificate, any exceptions to the States terms and conditions.

Note: Any vendors taking exceptions and/or clarifications to the State's Terms and Conditions, as set forth in this bid document, may have their bids deemed non-responsive and/or subject to disqualification.

Tab 2 - Section 1: To include price sheets for Configurations I and II.

Section 2: To include price sheets for the brand lines and manufacturers price list.

Tab 3 - To include pricing for Labor Rates, Maintenance, Training

Tab 4 - Product Literature

## 5.6 The Price Proposal

The price proposals to be included in "Tab 2" are to be divided into two sections, if applicable, as follows:

5.6.1 Section 1 - Bidders submitting pricing on Configurations I and/or II are to submit them in Section 1. Bidders are to complete Configurations I and/or II price information sheets. Bidders must provide the unit price, manufacturer and model number for all equipment proposed. Price information is for a turnkey, fully installed classroom.

In addition, bidders are to submit the Total Price for Configuration I and/or II on price Lines 1 and 2 of the Price Sheet of the RFP.

Vendors bidding on the Configurations in Section 1 must submit product literature detailing product descriptions (performance, features and physical characteristics, etc.). This product literature is to be included in this section.

5.6.2 Section 2 - Bidders providing pricing for brands, price lines 3 through 17, are to submit them in Section 2. Bidders are to offer a percentage discount off the OEM's most current price list which is in effect as of the bid opening date for each line item bid and enter the date and reference number of the price list applicable for each of the price lines bid.

5.6.2.1 Multiple discounts per price line will not be accepted. Bidders are to provide one discount per line item on the price sheet.

However, quantity and category discounts are acceptable. Bidders offering quantity and category discounts are to offer a "net" on the price sheet page(s). Bidder must then clearly

identify the category and quantity discounts on the price list offered by that particular manufacturer.

Bidders offering category discounts must conform to the OEM's category breakdown and the OEM's price list must distinctly distinguish the category breakdown.

If the OEM's price list does not have a formal quantity and/or category breakdown, Bidders may not offer anything other than one (1) discount. In a quantity offering, the State will evaluate based on the quantity of one. In a category offering, the State will average the discounts and make an award per the manufacturer's brand name.

- 5.6.2.2 Multiple limitation awards may be made for the same manufacturer if the bidder submits with their bid a letter from the manufacturer stating and identifying the dealers name(s) and limitation(s). The letter must be on the manufacturer's letterhead
- 5.6.2.3 Bidders should provide pricing for the installation of system(s) 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 and overtime. These hourly rates may be used for add-ons and enhancements to the systems.
- 5.6.2.4 If a price list submitted has more than one column of prices, it will be the Bidder's responsibility to "Mark Out" all columns except what is being submitted to the State. 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 being evaluated and awarded, if responsive, on the basis of the lowest price column.
- 5.6.2.5 Bids utilizing typewritten, handwritten and/or outdated price lists will be rejected. Price lists must be those of the manufacturers.

5.7 The following is applicalbe to vendors bidding Configurations I and II and the brand lines.

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.

5.8 Hourly Installation Rates

The Hourly Rates given on the Price Sheet, Lines 18, 19 AND 20, are required to be all-inclusive. Additional charges for indirect costs, fees, travel, subsistence, overhead, etc. are not to be billed and will not be paid by the State.

#### 5.9 Maintenance Rates

Bidders are to complete Exhibits A and/or B for the Maintenance Rates. Bidders are to offer a "Net" on the Price Sheet, Lines 21 and 22, for maintenance and detail the pricing on Exhibits A and B. Bidders may attach additional pages for Exhibits A and B. These pages must be clearly marked.

#### 5.10 Training

Bidders offering additional training rates are to complete the Price Sheet, Line 23.

#### 5.11 Site Consulting

Bidders offering a rate for site consulting are to complete the Price Sheet, Line 24.

### 6.0 PROPOSAL EVALUATION

Proposals will be evaluated by representatives from the Purchase Bureau and Office of Information Technology and other Using Agencies if deemed necessary. The following criteria, not necessarily listed in order of significance, will be used to evaluate proposals:

- 6.1 The experience of the bidding firm in the Video Teleconferencing Video area based on the information submitted in Section 8.
- 6.2 The bidder's past performance under similar contracts based on information available from the response in Section 8 and the State's User Advocate File.
- 6.3 Delivery schedule as listed in the bid proposal (See Section 8 below).
- 6.4 Completeness of the bidder's responsive to all specification requirements in sufficient detail for the evaluators to analyze the bid and make sound judgment about it.
- 6.5 A. Section 1: Price Configuration(s) as submitted by the Bidder. Price to include training and installation.  
  
B. Section 2: Price - Discounted from manufacturer's price list. Installation based on hourly rates. Training to be in accordance with Paragarph 3.11

### 7.0 AWARD OF CONTRACT

Award shall be made with reasonable promptness by written notice

so that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so do do.

The Director has the discretion to award multiple contracts as deemed necessary to facilitate support to State Agencies and Political Subdivisions. Additional information regarding the bidder's ability to render service under this contract may be presented to the Director in recommending awards. This information may be used to clarify or elaborate on this proposal, but will in no way change the bidder's original proposal.

Awards will be made as follows:

1. Section 1 - Configuration 1 and II, Primary and Secondary Contractor.

Typical classroom configurations must be completely itemized indicating the manufacturers, model numbers, unit price and total installed cost and applicable data.

2. Section 2, based on manufacturer's price list and discount offered considering:

A. Highest percentage discount given against the most current published OEM's price list.

B. Completeness of the brand offered. No award will be made on a single item basis. Coverage of an entire brand will be a factor in making an award.

3. Award of Maintenance Service and Hourly Labor Lines will be made only to those vendors having received an award for either the Classroom Configurations or a brand line item. The labor portion of this RFP is restricted to the installation of the contract equipment awarded or to add on to existing equipment awarded to a vendor.

## 8.0 QUALIFICATION OF BIDDERS

8.1 Bidders shall be in a position to refer to work of similar character and magnitude performed for other than New Jersey state agencies. Trade reputation, financial background, past experience with the State, etc., will be considered in determining the qualifications of the bidders.

## 8.2 Data To Be Completed By Vendor

1. THE NUMBER OF YEARS YOUR FIRM HAS BEEN PROVIDING VIDEO TELECONFERENCING EQUIPMENT: \_\_\_\_\_
2. THE NUMBER OF TECHNICALLY TRAINED PERSONNEL TO AVAILABLE FOR

ASSISTING STATE PERSONNEL REGARDING THEIR REQUIREMENTS:

\_\_\_\_\_

3. LOCATION OF BIDDER'S OFFICE THAT WILL BE RESPONSIBLE FOR MANAGING THIS CONTRACT AND NAME OF INDIVIDUAL THAT MAY BE CONTACTED IF INFORMATION IS NEEDED.

FIRM : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

CITY/STATE : \_\_\_\_\_

PHONE NO : \_\_\_\_\_

REPRESENTATIVE : \_\_\_\_\_

4. IS FIRM REGISTERED WITH THE SECRETARY OF STATE OF NEW JERSEY?

YES \_\_\_\_\_ NO \_\_\_\_\_

IF NO, SEE PARAGRAPH IV, 1.1 PAGE 2 OF THE STANDARD TERMS AND CONDITIONS OF THE RFP.

5. DELIVERY SCHEDULE

Configuration One \_\_\_\_\_

Configuration Two \_\_\_\_\_

Brands: Vendor to list brand bid and delivery schedule:

Brand \_\_\_\_\_ Delivery \_\_\_\_\_

Brand \_\_\_\_\_ Delivery \_\_\_\_\_

Brand \_\_\_\_\_ Delivery \_\_\_\_\_

6. DEMONSTRATION SITE ADDRESS (IF DIFFERENT FROM 3 ABOVE):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. PROVIDE A LIST OF CLIENTS THAT HAVE THE TYPE OF EQUIPMENT AND SERVICE THAT HAVE CONTRACTED WITH YOUR FIRM. INCLUDE NAME OF PERSON WITH TELEPHONE NUMBER THE STATE MAY CONTACT FOR

REFERENCE. GIVE A BRIEF DESCRIPTION OF THE WORK COMPLETED.

CLIENTS	NAME & TELEPHONE NO.	DESCRIPTION
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8. MAINTENANCE SERVICE

THE BIDDER MUST PROVIDE THE FOLLOWING INFORMATION RELATING TO  
MAINTENANCE SERVICE:

8.1 NAME, ADDRESS AND TELEPHONE NUMBER OF THE LOCATION(S)  
FROM WHICH PRIMARY MAINTENANCE SUPPORT WILL BE PROVIDED  
(IF DIFFERENT FROM ITEM #3 ABOVE)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

9. LIST OF SUBCONTRACTORS (WITH ADDRESS). ADDITIONAL SHEETS MAY  
BE USED.

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SUPPLEMENT  
TO  
STANDARD TO TERMS AND CONDITIONS

The following paragraph supersedes the Standard Terms and Conditions  
as listed in the request for Proposal 01-X-32489.

Standard Terms and Conditions

Paragraph 2 Liabilities, delete sections 2.1 and 2.2 and replace  
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 or 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.

## 2.2 Indemnification

The Contractor assumes all risk 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, costs and expenses in connection therewith on account of loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise or result from (1) any willful misconduct or negligent act or omission of the contractor; or (2) the work, materials or services supplied by the contractor under this contract; or (3) the contractor's breach of this contract. The State agrees to notify the contractor as soon as is practical of any claim, demand or action for which the State will request indemnification from the contractor.

This indemnification obligation does not extend to incidental and special or consequential damages.

## 2.3 Insurance, Subparagraph a.

### Comprehensive General Liability Insurance

The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage together with excess coverage or umbrella coverage with the same terms and conditions as the primary underlying coverage (following form) in an amount such that the primary and excess coverage or primary and umbrella coverage together equal or are greater than \$15,000,000. Said excess or umbrella policy shall contain a clause stating that it takes effect (drops down) in the event the primary coverage is impaired or exhausted.

The above required Comprehensive General Liability policy shall

name the State, its officers, and employees as additional insured.

The coverage to be provided under this policy shall be at least as broad as that provided by the standard basic, unamended, and unendorsed comprehensive general liability occurrence coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by an endorsement limiting the breadth of coverage.

The insurance policy shall be endorsed to include contractual liability coverage, broad form property damage coverage, independent contractor's coverage and personal injury coverage.

### 3.5 Termination of Contract

This section is changed to read "Termination of Contract or Maintenance Agreement".

### 3.13 Performance Guarantee of Bidder

Delete Paragraph e. and replace with the following:

Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a four hour period for Major Emergency System Down and eight hours for Minor Emergency System Down.

Delete Paragraph f. and replace with the following:

During the one year warranty period, the Contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

The following paragraph is added:

Paragraph H:

The State requires the goods and services that are the subject of this RFP for the particular purposes detailed herein and the State is relying on the contractor's skill or judgment in selecting or furnishing such goods and services.

Standard Terms and Conditions will supersede all software agreements until agreed to by the Director.

ATTACHMENT A

PURCHASE AGREEMENT AND WARRANTY  
SUPPLEMENTAL

\_\_\_\_\_, hereinafter "Contractor," and \_\_\_\_\_ hereinafter "Using Agency," agree that in addition to the Standard Terms and Conditions and Specifications governing 01-X-32469, the following terms and conditions will apply to the equipment, software, installation, and warranty ordered by the Using Agency pursuant to this Agreement.

#### 1.0 ORDERS

The term "order" is defined as the request to purchase equipment or software evidenced by the Purchase Order from the Using Agency, attached hereto and incorporated herein.

#### 2.0 PRICE

All prices must be in accordance with the Contract. Payment shall be made upon acceptance by the Using Agency. Customer installed equipment shall be considered accepted when such equipment is in good working order and is operational in accordance with standard specifications. Contractor installed equipment shall be considered acceptable when such equipment is in good working order and operational, and, if applicable, after in-service training is complete.

#### 3.0 WARRANTY EXCLUSIONS

- A. Except as stated in Section 2.2 and 3.13 Paragraph H of the supplement to the Standard Terms and Conditions, the Contractor makes no warranties, express or implied of merchantability or fitness for a particular purpose with respect to the equipment and software.
- B. It is understood that the warranty provided in Section 3.2 with respect to equipment and software does not cover repair for damages or malfunctions caused by: (1) abuse, misuse, neglect of non-Contractor personnel; (2) non-Contractor furnished equipment or software; (3) failure to follow Contractor's installation and operation instructions, including failure to permit the Contractor timely remote access to the equipment; (4) force majeure conditions as stated in Section 6 below. In addition, it is understood that the software warranty will be voided if the software is modified by the Using Agency without the Contractor's consent.
- C. The Contractor is not responsible for, unauthorized use (or charges for such use) of common carrier telecommunications services or facilities accessed through or connected to the equipment.

#### 4.0 PROPRIETARY SOFTWARE

Subject to the provisions contained herein, Contractor grants a non-exclusive license for the use of certain proprietary computer software products to the Licensee named above (herein called the "Using Agency").

#### A. Proprietary Software and Services

\_\_\_\_\_ will furnish the Using Agency with proprietary software programs and user documentation for \_\_\_\_\_. The \_\_\_\_\_ software will operate on : \_\_\_\_\_ and on the designated operating system \_\_\_\_\_. Before the Using Agency replaces or relocates the designated CPU, it shall notify \_\_\_\_\_, in writing, of such replacement or relocation. \_\_\_\_\_ Consent to the foregoing shall not be unreasonably withheld.

This LICENSE AGREEMENT (herein called the "Agreement") shall cover the use of the SOFTWARE PRODUCTS (see Exhibit C) for up to and including \_\_\_ users of \_\_\_\_\_ software in any combination of \_\_\_\_\_ upon payment by the Using Agency to \_\_\_\_\_ of: License Fee: \_\_\_\_\_. The Using Agency agrees to pay to \_\_\_\_\_ the sum of \_\_\_\_\_ per user for each additional user from the \_\_\_\_\_. The Using Agency further agrees to pay to \_\_\_\_\_ the sum of \_\_\_\_\_ for each additional user from the \_\_\_\_\_.

\_\_\_\_\_ may, at its option, on a yearly basis request in writing that the Using Agency provide \_\_\_\_\_, in writing, a list of the number of users presently using the SOFTWARE PRODUCTS. The Using Agency shall supply such information to \_\_\_\_\_ within 30 days of receipt of such request.

#### B. Services

The Contractor's warranty for software shall include:

1. All software updates, revisions, new versions and patches necessary to maintain the functionality of the proposed system.
2. On-site problem correction.
3. Problem resolution.
4. Installation, repairs, preventative updates, moves, changes and other services.
5. Ability to perform remote diagnostics.

#### C. Restricted Use and Proprietary Rights

The Using Agency shall be provided with all necessary documentation by \_\_\_\_\_ which shall be required to operate the SOFTWARE PRODUCT(S) effectively.

The Using Agency acknowledges that the SOFTWARE PRODUCT(S) are a

valuable trade secret, exclusively marketed in this area by \_\_\_\_\_. The Using Agency ACKNOWLEDGES THAT \_\_\_\_\_ developed this system through the expenditure of substantial time, effort and money, which \_\_\_\_\_ wishes to retain in confidence and withhold from disclosure to persons who are not LICENSEES. The Using Agency hereby agrees that any information, knowledge and factual data related to the SOFTWARE PRODUCT(S) which may be imparted to the Using Agency by \_\_\_\_\_ at any time, will not be communicated to any third party except the employees of the Using Agency who will utilize any such information and factual data only in the scope of their employment in order to further the business of the Using Agency. It is expressly understood that this obligation shall survive the expiration of termination of the Agreement. The Using Agency shall have a non-exclusive license to utilize the SOFTWARE PRODUCT(S) but shall have no other right, title or ownership interest therein, nor shall this Agreement be deemed to create a partnership or joint venture of any kind between \_\_\_\_\_ and the Using Agency. The Using Agency shall have no right whatsoever, express or implied, to bind \_\_\_\_\_ to any other agreement whatsoever. It is understood that the Using Agency's right to use the SOFTWARE PRODUCT(S) pursuant to the terms of the within Agreement shall be personal to the Using Agency and shall not in any respect be assignable to a third party without the prior written consent of \_\_\_\_\_.

#### 5.0 TITLE/RISK OF LOSS

Risk of loss for Using Agency installed equipment and Contractor installed equipment shall pass to the Using Agency upon delivery. Title to Using Agency installed equipment and Contractor-installed equipment shall pass to the Using Agency upon acceptance as defined in Section 3.2.1 of the Specifications.

#### 6.0 FORCE MAJEURE

The Contractor shall have no liability for delays, failure in performance or damages due to: fire, explosion, pest damage, power failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, unauthorized use of the equipment or other causes beyond the Contractor's control whether or not similar to the foregoing.

#### 7.0 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 Property. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the Contract.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the Using Agency or the State of New Jersey.

8.0 RECONCILIATION OF EQUIPMENT ADDITIONS UNDER WARRANTY

It is the responsibility of the Contractor to provide a list of all equipment whose warranty has expired during the fiscal year. This list will be for the Using Agency and must contain Model Number, Serial Number and Warranty Expiration Date ,i.e. FDOC (First Day of Charge). This list must be received by the Using Agency by April 15 of each year and must also be certified by the Using Agency as part of their inventory reconciliation.

9.0 GENERAL

- A. Any supplement, modification or waiver of any provision of this Agreement as relates to the quantity of equipment and software ordered must be in writing and signed by authorized representatives of the Using Agency and Contractor's authorized representative.
- B. If either party fails to enforce any right or remedy available under this Agreement, that failure shall not be construed as a waiver of any right or remedy with respect to any other breach or failure by the other party.
- C. The Using Agency certifies that the equipment acquired thereunder is intended for the Using Agency's use in the ordinary course of business and not for the purpose of resale.
- D. This Agreement incorporates the terms and conditions set forth within the Specifications, the Standard Terms and Conditions and the Contractor's response. In the event of a conflict, the governing order of the document shall be the Specifications, the Standard Terms and Conditions, this Agreement and the Contractor's response.

USING AGENCY

CONTRACTOR

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT B

AGREEMENT FOR EQUIPMENT AND SOFTWARE MAINTENANCE

1.0 EFFECTIVE DATE AND TERM

This Agreement shall become effective for one year following acceptance, i.e., when the one year warranty period expires and shall remain in effect for one year.

2.0 SCOPE OF AGREEMENT

This Agreement contains standard maintenance provisions for equipment and software provided by the vendor.

3.0 AGREEMENT OBJECTIVES

To provide maintenance prices applicable to the equipment and software purchased under this contract. The maintenance price list must be attached.

4.0 PROPRIETARY SOFTWARE AND POST-WARRANTY MAINTENANCE SERVICES

Subject to the provisions contained herein, vendor grants a non-exclusive license for the use of certain proprietary computer software products to the Licensee named above (herein called the "Using Agency").

A. Proprietary Software and Services

\_\_\_\_\_ has furnished the Using Agency with proprietary software programs and user documentation for \_\_\_\_\_. The \_\_\_\_\_ software operate on :

\_\_\_\_\_ and on the designated operating system \_\_\_\_\_. Before the Using Agency replaces or relocates the designated CPU, it has agreed to notify \_\_\_\_\_, in writing, of such replacement or relocation. \_\_\_\_\_ Consent to the foregoing shall not be unreasonably withheld.

This LICENSE AND MAINTENANCE AGREEMENT (herein called the "Agreement") covers the use of the SOFTWARE PRODUCTS (see Exhibit C) for up to and including \_\_\_ users of \_\_\_\_\_ software in

any combination of \_\_\_\_\_ upon payment by the Using Agency to \_\_\_\_\_ of: License Fee: \_\_\_\_\_ and Maintenance Fee: \_\_\_\_\_. The Using Agency agrees to pay to \_\_\_\_\_ the sum of \_\_\_\_\_ per user for each additional user from the \_\_\_\_\_. The Using Agency further agrees to pay to \_\_\_\_\_ the sum of \_\_\_\_\_ for each additional user from the \_\_\_\_\_.

\_\_\_\_\_ may, at its option, on a yearly basis request in writing that the Using Agency provide \_\_\_\_\_, in writing, a list of the number of users presently using the SOFTWARE PRODUCTS. The Using Agency shall supply such information to \_\_\_\_\_ within 30 days of receipt of such request.

#### B. Maintenance and Enhancements

\_\_\_\_\_ will maintain the software in an operable condition according to the specifications contained in the user documentation manual supplied with the software and will make generally incorporated improvements and enhancements to the software available without additional charge for two years following the effective day of this Agreement. The following definitions shall apply for the purpose of determining the "Actual Annual Maintenance Charge".

The "Initial Annual Maintenance Charge" shall be \_\_\_\_\_ for up to and including \_\_\_\_\_ users: Increased by \_\_\_\_\_ per year for each additional user added to the original \_\_\_\_\_ users during the maintenance period.

The "Initial Maintenance Start Date" shall be \_\_\_\_\_.

The \_\_\_\_\_ shall be the maintenance price for \_\_\_\_\_, which \_\_\_\_\_ then currently charges to its customers as set forth in \_\_\_\_\_ then current published price list.

#### C. Services

The contractor's maintenance program for software shall include:

1. All software updates, revisions, new versions and patches necessary to maintain the functionality of the proposed system.
2. On-site problem correction.
3. Problem resolution.
4. Installation, repairs, preventative maintenance, updates, moves, changes and other services.
5. Ability to perform remote diagnostics.

#### D. Restricted Use and Proprietary Rights



The Using Agency shall be provided with all necessary documentation by \_\_\_\_\_ which shall be required to operate the SOFTWARE PRODUCT(S) effectively.

The Using Agency acknowledges that the SOFTWARE PRODUCT(S) are a valuable trade secret, exclusively marketed in this area by \_\_\_\_\_. The Using Agency ACKNOWLEDGES THAT \_\_\_\_\_ developed this system through the expenditure of substantial time, effort and money, which \_\_\_\_\_ wishes to retain in confidence and withhold from disclosure to persons who are not LICENSEES. The Using Agency hereby agrees that any information, knowledge and factual data related to the SOFTWARE PRODUCT(S) which may be imparted to the Using Agency by \_\_\_\_\_ at any time, will not be communicated to any third party except the employees of the Using Agency who will utilize any such information and factual data only in the scope of their employment in order to further the business of the Using Agency. It is expressly understood that this obligation shall survive the expiration of termination of this Agreement. The Using Agency shall have a non-exclusive license to utilize the SOFTWARE PRODUCT(S) but shall have no other right, title or ownership interest therein, nor shall this Agreement be deemed to create a partnership or joint venture of any kind between \_\_\_\_\_ and the Using Agency. The Using Agency shall have no right whatsoever, express or implied, to bind \_\_\_\_\_ to any other agreement whatsoever. It is understood that the Using Agency's right to use the SOFTWARE PRODUCT(S) pursuant to the terms of the within Agreement shall be personal to the Using Agency and shall not in any respect be assignable to a third party without the prior written consent of \_\_\_\_\_.

#### 5.0 POST WARRANTY HARDWARE MAINTENANCE AND REPAIR OPTIONS

The following maintenance and repair service pricing options shall be made available to the Using Agencies. This price structure will remain constant over the next three years.

A. Annual All-Inclusive - A single annual repair/maintenance fee as established in Exhibit "A" hereto for each equipment make and model number supplied by the Contractor under the State contract for supply of Telecommunication Equipment. The price established shall include all repair and maintenance costs including labor, parts, travel, shipping, etc. as well as any required emergency services. Using Agencies may order such service for a twelve month period commencing from the expiration of the equipment warranty.

B. Time and Material/Hourly Maintenance and Repair Services - Labor Only - Hourly rates for labor shall be established as follows in Exhibit "B" hereto.

1. Straight time/Business Day (8:00 a.m. - 5:00 p.m.

Mon. thru Fri.)

2. Overtime - (5:01 p.m. - 7:59 a.m..Mon. thru Sat.  
All Day Saturday.

3. Premium Time, Sundays & Holidays  
All Day
4. Emergency Service Calls - Response required within  
\_\_\_\_\_ hours of notification by Using Agency.

When the hourly maintenance and repair service option is elected by the Using Agency, replacement parts shall be priced in accordance with the vendor discounts bid off of the OEM published price list for brands as listed in RFP 01-X-32469.

#### 6.0 POST WARRANTY HARDWARE SERVICE LEVEL

The Contractor will provide the Using Agency with maintenance as set forth in Section 4.0 of the Specifications. Service covered includes:

- A. Calls resulting from abuse or neglect which are billable for parts only where the all-inclusive option is chosen and for time and materials where such option is chosen, when service is performed between the hours of 8:00 a.m. and 6:00 p.m.;
- B. Price of replacement parts which shall be charged at the lowest available State Contract Price then in effect;
- C. Problem determination of less than one hour's duration shall not be charged;

#### 6.1 Repairs and Maintenance

All repair and maintenance work performed by the Contractor pursuant to this agreement shall be in accordance with the manufacturer's guidelines and recommendations as published in the appropriate maintenance manuals relating to the specific pieces of Equipment thereunder.

Equipment must conform to:

- A. Internal Telecommunications Union (ITU) family of video teleconferencing, audiographics and audio standards which include:
  - H.320 (px64) ISDN
  - H.321 ATM
  - H.323 IP/Ethernet
  - H.324 POTS
  - H.310 ATM-MPEG-2
  - T.120 Graphics
  - G.711 Audio-Narrowband
  - G.728 Audio-Narrowband
  - G.722 Audio Wideband
- B. NTSC-FCC registered.
- C. NEMA National Electrical code.
- D. UL/CSA standards.
- E. MPEG (Motion Picture Experts Group) most recent version.

Wiring must conform to and be installed in accordance with:  
EIA/TIA-569-Electronic Industries  
Association/Telecommunications Industry Association  
Commercial Building for Telecommunication Pathways and  
Spaces.

Installations must be compliant with:

NJAC 5:23  
NJAC 6:22  
NJSA 18A:18  
BOCA National Building Code  
All appropriate State of New Jersey Building Codes and all  
local building and variance requirements.

## 6.2 Replacement Parts

Only new parts and materials are permissible where replacement of parts and materials is required in accordance with the manufacturer's guidelines to effect the necessary maintenance and/or repairs where 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 maintenance manual. The burden of establishing interchangeability, suitability and quality of alternate or substitute replacement parts or materials lies with the Contractor; and he shall furnish at its own expense all applicable technical literature or documentation and information necessary or related thereto as required by the Using Agency. The Using Agency will review such information as may be provided by the Contractor with respect to the comparative quality and suitability of alternate or substitute equipment, articles or materials and the Using Agency's decision shall be final.

## 7.0 ISSUE RESOLUTION

All issues, disputes, complaints, payments, time and material calls will be mediated by members of the Contractor's staff, the Using Agency and the Purchase Bureau.

## 8.0 INCORPORATION OF THE STATE STANDARD TERMS AND CONDITIONS:

The State of New Jersey Standard Terms and Conditions included in RFP 01-X-32469 are hereby incorporated herein by reference as if set forth in full text.

## 9.0 TIME AND MATERIAL CHARGES

For all maintenance services provided by the Contractor that are not covered by the standard maintenance coverage and provided within or outside the contracted service hours, the Contractor will issue a written customer service report of each such incident of equipment malfunction or part thereof with the invoice charges consistent with those attached on Exhibit B any resulting invoices will be mailed directly to the Using Agency. After review, if payment is owing, the Using Agency will make payment to the Contractor.

#### 10.0 Non-Allocation of Funding Termination:

Each fiscal year payment obligation of the Using Agency is conditioned upon the availability of State funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor thereunder, whether in whole or in part, such services may be terminated by the Using Agency at the end of any particular fiscal year. The Using Agency will notify the Contractor in writing immediately of any services which will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Using Agency to terminate this Addendum during the term, or any service thereunder, merely in order to acquire identical service from a third party maintenance Contractor.

#### 11.0 Hardware Support

The Contractor agrees to provide guaranteed continuous maintenance service availability for current equipment listed for a minimum period of one year through to \_\_\_\_\_. However, this guarantee is made subject to the following:

- A. Provide maintenance on all mentioned units at no additional charge except for work not covered. Work not covered by this Agreement is defined as maintenance required to repair damages, malfunctions or service failures caused by the following:
  - 1. Repeated failure to follow Contractor's installation, operation or maintenance instructions.
  - 2. Repeated device failure due to abuse, misuse, or negligent acts.
  - 3. Power failure or surges, lightning, fire, flood, pest damage, accident, or other events not arising under normal operating conditions.

The Contractor agrees to perform maintenance services in such instances on a time and materials basis and in accordance with the rates set forth herein.

#### 12.0 OTHER RIGHTS

The signing of this Maintenance Agreement will not establish any other rights nor will it constitute a guarantee that the maintenance of any newly acquired products by the Using Agency during the term of the Maintenance Agreement will be contracted to a given firm.

#### 13.0 RENEWAL

Upon the expiration of this Maintenance Agreement, the Contractor will grant the Using Agency the option to renew under either of:  
a) a then current Term Contract Agreement between the State of New Jersey and the Contractor substantially inclusive of similar

terms and conditions to those contained herein, or b) new mutually agreed upon terms and conditions by the parties.

14.0 CONTINUITY CLAUSE

The above Maintenance Agreement amends all attached exhibits and any previous written or oral service agreements that are conflicting in terms and conditions.

15.0 LAWS

This Addendum 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.

AGREED: \_\_\_\_\_ AGREED: VENDOR

BY: \_\_\_\_\_ By: \_\_\_\_\_

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

FOR:  
\_\_\_\_\_

FOR:  
\_\_\_\_\_

EXHIBIT A

Annual All Inclusive

Contractor to provide prices for the annual maintenance of the equipment listed equipment listed below:

Equipment

Maintenance Pricing

EXHIBIT B

TIME AND MATERIAL/HOURLY MAINTENANCE AND REPAIR SERVICES

Service performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday is billable at \$\_\_\_\_\_ per hour.

Service performed between the hours of 5:01 p.m. and 7:59 a.m. Monday through Friday including all day Saturday is billable at \$\_\_\_\_\_ per hour.

Service performed all day Sunday and Holidays is billable at \$\_\_\_\_\_ per hour.

Service performed for Emergency Service Calls which is within \_\_\_\_\_ hours of notification by the Using Agency is billable at \_\_\_\_\_ per hour.

Service performed at times other than those specified above is billable at \$\_\_\_\_\_ per hour.

For non-contract customers, service rates are specified above. In addition there is a one hour minimum, plus \$\_\_\_\_\_ per mile regardless of the time service is performed, plus any parts required for repair.

#### EXHIBIT C

#### SOFTWARE PRODUCT SCHEDULE

This schedule will be affixed to and become a part of License and Maintenance Agreement \_\_\_\_\_ signed by \_\_\_\_\_ and by the Using Agency.

The Using Agency shall be licensed to use the described Software on the computers stated below. This use shall be governed by terms and conditions as stated in the License and Maintenance Agreement signed with the Using Agency. The Software listed below may be procured for use on additional computers by paying the incremental charge then in effect. In the event that this schedule conflicts with previous schedules, the most current schedule will control.

SITE 1

SOFTWARE DESCRIPTION      PRICE      NO. OF COPIES

Price valid through \_\_\_\_\_.

Customer shall agree to pay \_\_\_\_\_ upon execution of this  
schedule the total sum of \$\_\_\_\_\_ dollars.

ACCEPTED

ACCEPTED

Ordering Agency

\_\_\_\_\_

by: \_\_\_\_\_

by: \_\_\_\_\_

\_\_\_\_\_  
(Name)                      (Title)

\_\_\_\_\_  
(Name)                      (Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)