



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NJ 08625-0230

RICHARD J. CODEY
Acting Governor

JOHN E. McCORMAC, CPA
State Treasurer

July 7, 2005

TO: All Potential Bidders

RE: RFP #:06-X-38088
RFP Title: Computer Hardware Maintenance – Global Services - Statewide

- a) New Business Registration Requirements – This is a change from previous requirements. Failure to submit a copy of your Business Registration Certificate (or interim registration) from the Division of Revenue with the Bid Proposal may be cause for rejection of the bid proposal.**
- b) Executive Order 134 Certification and Disclosure Submittal Requirements Revised – In order to simplify the EO 134 compliance process, effective December 22, 2004, submission of EO 134 Certification and Disclosure forms will be required to be submitted following notice of intent to award.**

Enclosed please find a complete set of bid documents for the above referenced solicitation.

The following are the key dates for the project:

Date	Time	Event
July 22, 2005	5:00 PM	Electronic Question/Comments Cut-off Date <i>(Refer to RFP Section 1.3.1 for more information)</i>
August 9, 2005	2:00 PM	Bid Submission Due Date <i>(Refer to RFP Section 1.3.5 for more information)</i>

All questions concerning the RFP contents and the bidding process must be directed to the following e-mail address:

George.Davis@treas.state.nj.us

ATTENTION VENDORS

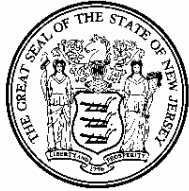
Vendor Information and Bidding Opportunities

The Purchase Bureau maintains a bidders' mailing list. You as a vendor may have basic information about your firm added to the bidder's mailing list by visiting our website at <http://www.state.nj.us/treasury/purchase/bidmaillist.htm> and submitting a bidders' mailing list application online. You may also download the application and instructions and submit the application by mail. Applications submitted online are processed more quickly than mailed applications.

A bidders' mailing list application gives you the opportunity to identify yourself as a potential bidder for the types of goods and services that your firm provides. The Purchase Bureau attempts (but does not guarantee) to provide firms on the bidders mailing list with notice of bidding opportunities related to the goods and services identified in the application.

If you are already on the Purchase Bureau's bidders' mailing list and you need to change your information, contact Bid List Management at (609) 984-5396

Note: If you are an awarded State contractor and payments are not being directed to your proper remit-to address, you must send a letter on company letterhead to the Office of Management and Budget, Vendor Control Unit, PO Box 221, Trenton, NJ 08625 or fax that letter to 609-292-4882. In the letter you must include the current incorrect remit to address and your new correct remit-to address. If you have any question about this process you may call (609) 292-8124 for more information.



**STATE OF NEW JERSEY
REQUEST FOR PROPOSAL**

BID NUMBER: 06-X-38088

**FOR: Computer Hardware Maintenance –
Global Services - Statewide**

TERM CONTRACT #: T-1470
REQUESTING AGENCY: Various

ESTIMATED AMOUNT: N/A
CONTRACT EFFECTIVE DATE: 10/01/05
CONTRACT EXPIRATION DATE: 06/30/08
COOPERATIVE PURCHASING: NO
SET ASIDE: SEE [RFP SECTION 4.4.1.6](#)

DIRECT QUESTIONS CONCERNING THIS RFP TO:
E-MAIL ADDRESS: George.Davis@treas.state.nj.us

TO BE COMPLETED BY BIDDER:

Firm Name: _____ Address: _____

PURSUANT TO N.J. STATUTES, REGULATIONS AND EXECUTIVE ORDERS, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

- 1) **PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 08/09/05 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230.** TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF NONE REQUIRED
CHECK THE TYPE OF BID SECURITY SUPPLIED:
ANNUAL BID BOND ON FILE: _____ BID BOND ATTACHED: _____
CERTIFIED OR CASHIERS CHECK ATTACHED: _____ LETTER OF CREDIT ATTACHED: _____
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). [SEE ATTACHMENT 1](#)
- 8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):
PRE-BID CONFERENCE: NONE
SITE INSPECTION NONE
- 9) FOR SET ASIDE CONTRACTS ONLY, A BIDDER MUST BE REGISTERED WITH THE N.J. DEPARTMENT OF COMMERCE AS A SMALL BUSINESS BY THE DATE OF BID OPENING. (SEE N.J.A.C. 17:13-3.1 & 13.3.2).

ADDITIONAL REQUIREMENTS

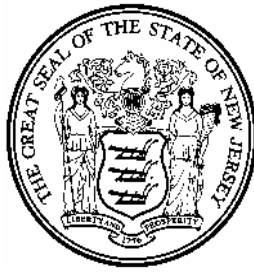
- 10) THE BIDDER MUST BE REGISTERED WITH THE DIVISION OF REVENUE AND SHALL SUBMIT A BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) WITH THE BID PROPOSAL.(SEE N.J.S.A. 52:32-44).
- 11) PERFORMANCE SECURITY: 30 %
- 12) PAYMENT RETENTION N/A %
- 13) AN AFFIRMATIVE ACTION FORM ([ATTACHMENT 3 OF RFP](#))
- 14) A MACBRIDE PRINCIPLES CERTIFICATION ([ATTACHMENT 2 OF RFP](#))
- 15) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP

TO BE COMPLETED BY BIDDER

- 16) DELIVERY CAN BE MADE DAYS OR WEEKS AFTER RECEIPT OF ORDER.
- 17) CASH DISCOUNT TERMS (SEE RFP) %, DAYS: NET DAYS. 18) BIDDER PHONE NO: _____
- 19) BIDDER FAX NO. _____ 20) BIDDER E-MAIL ADDRESS. _____
- 21) BIDDER FEDERAL ID NO. _____ 22) YOUR BID REFERENCE NO. _____

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

23) ORIGINAL SIGNATURE OF BIDDER	24) NAME OF FIRM
25) PRINT/TYPE NAME AND TITLE	26) DATE



Bid Number: 06-X-38088

T-1470

REQUEST FOR PROPOSAL FOR:

Computer Hardware Maintenance - Global Services - Statewide

Purchasing Agency
State of New Jersey
Department of the Treasury
Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State Street
Trenton, New Jersey 08625-0230

Using Agency
State of New Jersey
Dept of Treasury
Div of Administration
Statewide Contract Consolidation
PO Box 211
50 W. State St. 4th fl
Trenton NJ 08625-0211

Table of Contents

1.0 INFORMATION FOR BIDDERS	9
1.1 PURPOSE AND INTENT	9
1.2 BACKGROUND	10
1.2.1 STATE'S COMPUTING ENVIRONMENT	10
1.2.2 OIT	10
1.2.3 N.J. HIGHER EDUCATION STUDENT ASSISTANCE AUTHORITY (HESAA)	10
1.2.4 ADMINISTRATIVE OFFICE OF THE COURTS	10
1.2.5 OTHER STATE AGENCIES	11
1.2.6 OVERVIEW OF CURRENT SERVICE	11
1.2.7 STATE'S INVENTORY	11
1.2.8 CONSOLIDATED CONTRACT	11
1.3 KEY EVENTS	11
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD	11
1.3.1.1 QUESTION PROTOCOL	12
1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES	12
1.3.2 NOT APPLICABLE TO THIS PROCUREMENT	12
1.3.3 NOT APPLICABLE TO THIS PROCUREMENT	12
1.3.4 NOT APPLICABLE TO THIS PROCUREMENT	12
1.3.5 SUBMISSION OF BID PROPOSAL	12
1.3.6 NOT APPLICABLE TO THIS PROCUREMENT	12
1.4 ADDITIONAL INFORMATION	13
1.4.1 REVISIONS TO THIS RFP	13
1.4.2 ADDENDUM AS A PART OF THIS RFP	13
1.4.3 ISSUING OFFICE	13
1.4.4 BIDDER RESPONSIBILITY	13
1.4.5 COST LIABILITY	13
1.4.6 CONTENTS OF BID PROPOSAL	13
1.4.7 PRICE ALTERATION	14
1.4.8 JOINT VENTURE	14
2.0 DEFINITIONS	15
2.1 STANDARD DEFINITIONS	15
2.2 CONTRACT SPECIFIC DEFINITIONS	15
3.0 SCOPE OF WORK	18
3.1 GENERAL SERVICE REQUIREMENTS	18
3.1.1 WARRANTY SERVICE	18
3.1.2 CE STAFFING	18
3.1.3 CONTINUOUS REPAIR FOR OTHER THAN 7AM – 5PM COVERAGE	18
3.1.4 PREVENTIVE MAINTENANCE	18
3.1.5 STATE'S RESPONSIBILITY	18
3.2 PARTS REQUIREMENTS	19
3.2.1 REPLACEMENT PARTS	19
3.2.2 CRITICAL PARTS	19
3.2.3 PARTS STOCKING AND DELIVERY	19
3.3 ENGINEERING CHANGES (ECS)	19
3.3.1 EC COMPATIBILITY	19
3.3.2 EC ACQUISITION AND INSTALLATION	19
3.3.3 FIRMWARE ECS	20
3.3.4 MANDATORY ECS	20
3.3.5 ON-LINE ECS	20
3.4 DISPATCH SERVICE	20
3.5 SERVICE LOGS	22
3.6 INVALID SERVICE CALLS	22
3.7 STATE'S HELP DESKS	22
3.8 SERVICE LEVELS AND RESPONSE TIMES	22
3.8.1 FORCE MAJEURE	22
3.8.2 CALL PLACEMENT	22
3.8.3 SERVICE LEVELS	23

3.8.4 ESCALATION PROCEDURE	24
3.8.5 ABNORMAL REPAIRS	24
3.9 STAFF IN A VAN	24
3.10 COVERAGE REQUIREMENTS	25
3.10.1 PRINCIPAL PERIOD OF MAINTENANCE	25
3.10.2 SERVICE AVAILABILITY	25
3.11 SERVICE CONTRACT REQUIREMENTS	25
3.11.1 EQUIPMENT TERMS	25
3.11.2 CERTIFICATES OF MAINTAINABILITY	26
3.11.3 CONTRACTOR STAFF REPLACEMENTS	26
3.11.4 EQUIPMENT INVENTORY	26
3.11.5 CONTRACT VALUE FLOAT	27
3.11.6 OUT OF PPM CALL UPGRADES (FOR CONTRACTED INVENTORY)	27
3.11.7 QUOTATION AND INVOICING	27
3.11.8 PER-CALL TERMS	27
3.11.9 RECURRENCE OF MALFUNCTION	28
3.11.10 REPORTS	28
3.11.11 CONTRACT CANCELLATION	28
3.11.12 AGENCY ENROLLMENT	28
3.11.13 OTHER RIGHTS	28
3.11.14 SERVICE WORK EVALUATION	29
3.11.15 CONTRACTOR LIAISON	29
3.11.16 PC LAPTOP REPAIRS	29
3.12 VALUE ADDED SERVICE	29
3.12.1 RELOCATION SERVICES	30
3.12.1.1 ACTUAL DAMAGES FOR DAMAGE DURING RELOCATION	30
3.12.2 RECONFIGURATION SERVICES	30
3.12.3 SITE PLANNING SERVICES	30
3.12.4 PER-CALL PARTS	31
3.12.5 EQUIPMENT LIST	31
4.0 PROPOSAL PREPARATION AND SUBMISSION	32
4.1 GENERAL	32
4.2 PROPOSAL DELIVERY AND IDENTIFICATION	32
4.3 NUMBER OF BID PROPOSAL COPIES	32
4.4 PROPOSAL CONTENT	32
4.4.1 SECTION 1 – FORMS	33
4.4.1.1 OWNERSHIP DISCLOSURE FORM	33
4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION	33
4.4.1.3 AFFIRMATIVE ACTION	34
4.4.1.4 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE	34
4.4.1.5 EXECUTIVE ORDER 134	34
4.4.1.6 SET ASIDE CONTRACTS	34
4.4.1.7 EXECUTIVE ORDER 129	34
4.4.1.8 NOT APPLICABLE TO THIS PROCUREMENT	34
4.4.2 SECTION 2 - TECHNICAL PROPOSAL	34
4.4.2.1 MANAGEMENT OVERVIEW	35
4.4.2.2 CONTRACT MANAGEMENT	35
4.4.2.3 CONTRACT SCHEDULE	35
4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN	35
4.4.2.5 POTENTIAL PROBLEMS	36
4.4.2.6 TECHNICAL PROPOSAL (CONTRACT SPECIFIC)	36
4.4.2.6.1 TECHNICAL REQUIREMENT 3.1.2 CE STAFFING	36
4.4.2.6.2 TECHNICAL REQUIREMENT 3.1.4 PREVENTIVE MAINTENANCE	36
4.4.2.6.3 TECHNICAL REQUIREMENT 3.2.1 REPLACEMENT PARTS	36
4.4.2.6.4 TECHNICAL REQUIREMENT 3.2.2 CRITICAL PARTS	36
4.4.2.6.5 TECHNICAL REQUIREMENT 3.2.3 PARTS STOCKING AND DELIVERY	36
4.4.2.6.6 TECHNICAL REQUIREMENT 3.3.1 EC COMPATIBILITY	37
4.4.2.6.7 TECHNICAL REQUIREMENT 3.4 DISPATCH SERVICE	37
4.4.2.6.8 TECHNICAL REQUIREMENT 3.8.4 ESCALATION PROCEDURE	37
4.4.2.6.9 TECHNICAL REQUIREMENT 3.9 STAFF IN A VAN	39
4.4.2.6.10 TECHNICAL REQUIREMENT 3.11.3 CERTIFICATES OF MAINTAINABILITY	39

4.4.2.6.11 TECHNICAL REQUIREMENT 3.12 VALUE ADDED SERVICES	39
4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE	40
4.4.3.1 LOCATION	40
4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)	40
4.4.3.3 RESUMES	40
4.4.3.4 BACKUP STAFF	40
4.4.3.5 ORGANIZATION CHART (ENTIRE FIRM)	40
4.4.3.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE	41
4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER	41
4.4.3.8 SUBCONTRACTOR(S)	41
4.4.3.9 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER	42
4.4.4 SECTION 4 - COST PROPOSAL	42
4.4.4.1 VALUE ADDED SERVICE	42
4.4.4.2 PER-CALL PARTS	42
5.0 SPECIAL TERMS AND CONDITIONS	43
5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS	43
5.2 STATE CONTRACT MANAGER	43
5.2.1 STATE CONTRACT MANAGER RESPONSIBILITIES	43
5.2.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER	43
5.2.3 COORDINATION WITH THE STATE CONTRACT MANAGER	44
5.3 PERFORMANCE BOND	44
5.4 BUSINESS REGISTRATION	44
5.5 CONTRACT TERM AND EXTENSION OPTION	45
5.6 CONTRACT TRANSITION	46
5.7 AVAILABILITY OF FUNDS	46
5.8 CONTRACT AMENDMENT	46
5.9 CONTRACTOR RESPONSIBILITIES	46
5.10 SUBSTITUTION OF STAFF	46
5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)	46
5.12 OWNERSHIP OF MATERIAL	47
5.13 DATA CONFIDENTIALITY	47
5.14 NEWS RELEASES	47
5.15 ADVERTISING	47
5.16 LICENSES AND PERMITS	48
5.17 CLAIMS AND REMEDIES	48
5.17.1 CLAIMS	48
5.17.2 REMEDIES	48
5.17.3 REMEDIES FOR NON-PERFORMANCE	48
5.18 NOT APPLICABLE TO THIS PROCUREMENT	48
5.19 NOT APPLICABLE TO THIS PROCUREMENT	48
5.20 STATE'S OPTION TO REDUCE SCOPE OF WORK	48
5.21 SUSPENSION OF WORK	48
5.22 CHANGE IN LAW	49
5.23 CONTRACT PRICE INCREASE (PREVAILING WAGE)	49
5.24 ADDITIONAL WORK AND/OR SPECIAL PROJECTS	49
5.25 FORM OF COMPENSATION AND PAYMENT	50
5.25.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD	50
5.26 CONTRACT ACTIVITY REPORT	50
5.27 REQUIREMENTS OF EXECUTIVE ORDER 134	51
5.27.1 DEFINITIONS	51
5.27.2 BREACH OF TERMS OF EXECUTIVE ORDER 134	51
5.27.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS	51
5.27.4 STATE TREASURER REVIEW	52
5.28 REQUIREMENTS OF EXECUTIVE ORDER 129	52
5.28.1 SOURCE DISCLOSURE REQUIREMENTS	52
5.28.2 BREACH OF CONTRACT OF EXECUTIVE ORDER 129	53
6.0 PROPOSAL EVALUATION/CONTRACT AWARD	54
6.1 PROPOSAL EVALUATION COMMITTEE	54
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL	54
6.3 EVALUATION CRITERIA	54

6.3.1 THE BIDDER'S GENERAL APPROACH AND PLANS IN MEETING THE REQUIREMENTS OF THIS RFP.....	54
6.3.2 BIDDER'S COST PROPOSAL	55
6.3.3 BID DISCREPANCIES	55
7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES.....	56
ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM	57
ATTACHMENT 1A - DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER.....	58
ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM.....	59
ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT	60
ATTACHMENT 4 - SUBCONTRACTOR SET ASIDE FORMS.....	63
ATTACHMENT 5 – SUMMARY PRICE SCHEDULE.....	67
ATTACHMENT 5A – SAMPLE BID LINE DETAIL	69
ATTACHMENT 6 – EXECUTIVE ORDER 129 CERTIFICATION.....	70
ATTACHMENT 7 - RECIPROCITY FORM	71
ATTACHMENT 8 – NOT APPLICABLE TO THIS PROCUREMENT.....	72
ATTACHMENT 9- STATE OF NEW JERSEY IT INVENTORY	73
ATTACHMENT 10 – BIDDER INFORMATION SHEET	87
ATTACHMENT 11- BIDDER PERSONNEL SUMMARY	95
ATTACHMENT 12 – SAMPLE CUSTOMERS SUPPORT WEBSITE -HOME SCREEN.....	96
APPENDIX 1- NJ STATE STANDARD TERMS AND CONDITIONS	100

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 (the "Division"), on behalf of the State of New Jersey, Department of the Treasury, Division of Administration.

The purpose of this RFP is to solicit bid proposals from qualified multi-vendor service providers for full maintenance and repair services needed for the State's embedded base of Information Technology (computing) equipment including but not exclusive of the following types of equipment as evidenced in the accompanying inventory: Minicomputers and servers and their related peripherals; both "dumb" and "smart" terminals and network connected printers including dot matrix, line and laser printers; office LAN and WAN equipment and their related peripherals; networked and standalone Laptop, Notebook and desktop PCs and peripherals including but not exclusive of scanners, tape backup units, B&W laser and various types of color printers (inkjet, laser, dye sublimation, etc.). Equipment on the State's IT inventory represents many industry OEMs including: IBM, HP/Compaq, DEC, Xerox, Dell, Gateway, Memorex Telex, Visara, and other manufacturers. The goal of this RFP is to reduce current costs to the State and to provide uniform levels of service to all State agencies. The objectives are: to obtain cost savings, to ensure the provision of equivalent or better maintenance service than provided under the current contract, to assist the State in managing its resources better, and to provide a single point of vendor contact for effective contract administration by both the State and the awarded vendor. There are over 11,000 computer and computer related items to be covered by this contract.

The requested services are for all parts and labor required for inspection, lubrication, adjustment, repairs, support and replacement of all broken, defective, missing or worn parts of all equipment and Features covered herein. All services are to be made available State-wide. These services cover all full service hardware and firmware maintenance, client server and network maintenance and support, and other services specified herein. The types of equipment presented herein represent the State's estimated needs for maintenance in a multi-vendor environment. However, the State is not held to a minimum or maximum order.

The State seeks maintenance coverage from 7 am to 5 pm, Monday to Friday, inclusive of holidays, of all equipment listed in "Attachment 9." IN ORDER TO BE CONSIDERED FOR AN AWARD, BIDDERS MUST BID ON ALL ITEMS ON "ATTACHMENT 9". SUBMITTED BIDS WHICH DO NOT DO SO WILL NOT BE CONSIDERED.

The intent of this RFP is to award the successful Bidder a contract to will perform Full Service Maintenance and Repair as described herein, for an initial period of three years with two one-year optional extension periods (or lesser periods). The successful Bidder will be responsible for providing, managing and controlling all aspects of the awarded services. It is the State's intent that the bidder best meeting all the requirements, terms and conditions of this RFP as the lowest responsive and responsible bidder, price and other factors considered, will be awarded a contract in whole or in part in accordance with the best interests of the State. It is only possible for one Bidder to be awarded the contract. The State also intends to award a Secondary Award in case the Primary Contractor is unable, for any reason to fulfill the terms of the contract. The secondary awarded vendor, if so designated, will have 30 days notice to assume the contract, upon verification of necessary resources, under the terms, conditions and rates provided in its bid proposal. The State's intent is to award a contract or contracts in time to start new contract services for 33 months beginning October 1, 2005. It is further intended that the contract will consist of one nine month period, 10/01/05 through 06/30/05 and two twelve month periods to coincide with FY 2007, 07/01/06 through 06/30/07, and FY 2008, 07/01/07 through 06/30/08.

The expected services are described in Section 3.0 of this RFP (Scope of Work).

1.2 BACKGROUND

1.2.1 STATE'S COMPUTING ENVIRONMENT

The State's computing environment is critical to day to day operations of State government. Data processing applications support the activity of most State employees who provide services to close to 8 million citizens of New Jersey. Disruptions to these services affect the ability of employees in many departments at a multitude of locations throughout the State, to perform their jobs. This work is key to providing direct, accurate and crucial services to the public. Maintenance services related to these centers must therefore be of an extremely high caliber in both reliability and performance.

1.2.2 OIT

The Office of Information Technology (OIT) is an agency within the State of New Jersey, in-but-not-of the Department of Treasury. OIT operates a complex mainframe and network computer environment on a 7/24 basis consisting of a Data Center in the greater Trenton area. The Center consists of one IBM 9672-R56 and one IBM-9672-R66 processors with over 1,000 MIPS, large-scale OCE and XEROX laser printers, large-scale DASD and RAID storage devices, and associated peripherals. The Center also consists of an INTEGRIS (BULL) DPS 9000 Processor, large-scale peripherals such as DASD, Tape, and Print units, along with various hubs and gateways for network connections. This Data Center serves the Executive Departments of the State through a myriad of critical on-line systems, such as those used for the Division of State Police and the Division of Motor Vehicle Services. The OIT data communications network services over 2,203 locations throughout New Jersey and has over 2,439 circuits. For example, CICS and other transaction processors support over 2,024,000 transactions. The goal of OIT is to maintain system availability for its large user base across the State while minimizing any disruption in its service. OIT operates the Garden State Network (GSN) which provides wide area connectivity for the LAN-, minicomputer-, and mainframe-based systems of all agencies in the Executive Branch of New Jersey State government. Multi-protocol support for wide area LAN connections is provided using Cisco routers. IBM mainframe connections are enabled using distributed Front-End processors for leased line and Token Ring SNA users. Ethernet-SNA and TN3270 gateways are also utilized. IP Circuits dominate. Departmental Novell for SAA gateways are implemented in the Data Centers. The IBM mainframe network is connected to numerous non-state entities, including Advantis. INTEGRIS mainframe connections use a distributed Front-End processor infrastructure. All OIT hardware, software, and network problem determination and support, is controlled and administered by OIT personnel and systems.

1.2.3 N.J. HIGHER EDUCATION STUDENT ASSISTANCE AUTHORITY (HESAA)

The Office of N.J. Higher Education Student Assistance Authority Data Center is located on Quakerbridge Road in Hamilton Township NJ (in the Trenton area). HESAA has an IBM 2003-224 mainframe computer and associated peripherals supporting financial aid processing for student loans, grants and scholarships, as well as all aspects of applications development, telecommunications, security, technical support and operations. The Data Center operates 5 days by 16 hours (2 shifts) per day and also supports hundreds of networked terminals and PC's.

1.2.4 ADMINISTRATIVE OFFICE OF THE COURTS

The Administrative Office of the Courts (AOC), Information Technology Office is located in the Judiciary Branch of State government and provides the Information Technology needs for the Superior and Municipal Courts throughout the State. The AOC operates a complex mainframe, LAN, and network environment on a 7/24 basis, and its Data Center is located in the Hughes Justice Complex in Trenton. The Data Center consists of two IBM 9672 mainframes, large-scale DASD and RAID storage devices, and a large LAN client/server environment. The AOC network supports over 1,000 locations throughout the state with a myriad of critical online systems that process more than 3.5 million online transactions daily. All AOC hardware, software, and network problem determination and support is controlled and administered by AOC ITO personnel.

1.2.5 OTHER STATE AGENCIES

Approximately forty (40) other State Agencies are also represented in this request for Full Service Hardware Maintenance and repair services. Equipment is installed at over 1,036 agency locations throughout the State. The equipment supporting these agencies ranges from advanced minicomputers such as AS/400's, RS6000's, and others, to complex LANs using Netware, Vines and Microsoft networks (NT, NET, etc), to multiple OEM network types and TCP/IP, to linked workstations and even standalone Personal Computers. Users access the office systems through networked PC's or terminals, of various types and models. Note: The actual list of State agency offices, sites and their representatives, will not appear in this RFP. The contractor will be provided name, location and serial number information as part of contract start-up procedures. This RFP and resulting contract(s) is issued solely on behalf of the State of New Jersey for participating State agencies, as determined by the State.

1.2.6 OVERVIEW OF CURRENT SERVICE

The current maintenance and repair services ranges from a majority of Monday through Friday, 7am to 5pm coverage, however, after hours and weekend coverage may be required at the agencies request. Some operations call for special coverage extended times during heavy processing periods. A few operate seven days a week but for a seven hour day. Likewise response times also vary, from one hour onsite CE response to 2 hours, to next day etc. It should be noted that while some agencies have their own Help Desk for service call-ins, many do not. Equipment to be serviced is located throughout all 21 New Jersey counties. There are concentrations of equipment in the High Density Computing Areas. The areas and their percentage of equipment concentration, follow: Camden, 5%; Atlantic City, 5%; Newark, 15%; Jersey City, 5%; Trenton, 35%; all other parts of the state, 35%. In a recent 12 month period, the estimated average number of weekly service calls was 78, and the lowest weekly number of calls received was 33. Of those 78 calls, the current estimated average number of weekly printer repairs is 32. The current estimated average number of weekly PC/monitor repairs is 15 and the current estimated average number of all other weekly repairs is 31. In addition, calls received between the hours of 5 pm and 7 pm were 6 and between 5 pm and midnight were 20, for a recent 12 month period.

1.2.7 STATE'S INVENTORY

The State's estimated inventory is described in summary form in "ATTACHMENT 9." IN ORDER TO BE CONSIDERED FOR AN AWARD, BIDDERS MUST BID ALL ITEMS ON ATTACHMENT 9." SUBMITTED BIDS WHICH DO NOT DO SO WILL NOT BE CONSIDERED. The contractor must assume responsibility for coordinating the performance of all maintenance for all items listed in the Attachment. There are over 11,000 items listed on "Attachment 9." One copy of Attachment 9, in MS-Excel 97 or 2000 format, on CD Rom, is available by request to the State Contract Manager.

1.2.8 CONSOLIDATED CONTRACT

This is a Statewide Consolidated Contract. The Statewide Contract Consolidation (SCC) unit is to achieve cost savings for the State through the bidding and administration of global and large scale maintenance agreements with viable potential vendors. By consolidating multi-agency maintenance agreements under one vendor, greater discounts and efficient contract administration are anticipated to be achieved, and one payment is issued.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors by e-mail. Written questions should be e-mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

E-Mail: George.Davis@treas.state.nj.us

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.

1.3.1.1 QUESTION PROTOCOL

Questions should be e-mailed to the attention of the assigned Purchase Bureau buyer. Questions should be directly tied to the RFP by the writer. Questions should be 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.

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is **July 22, 2005**. Addenda, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

1.3.2 NOT APPLICABLE TO THIS PROCUREMENT

1.3.3 NOT APPLICABLE TO THIS PROCUREMENT

1.3.4 NOT APPLICABLE TO THIS PROCUREMENT

1.3.5 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 RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

DATE:	August 9, 2005
TIME:	2:00 PM
LOCATION:	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 on the following website: http://www.state.nj.us/treasury/purchase/directions.shtml

1.3.6 NOT APPLICABLE TO THIS PROCUREMENT

1.4 ADDITIONAL INFORMATION

1.4.1 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.

ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML](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 ADDENDUM AS A PART OF THIS RFP

Any addenda to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

1.4.5 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by bidders before the award of the contract resulting from this RFP.

1.4.6 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. 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 shall so advise the bidder. The location in the bid proposal of any such designation should be clearly stated in a cover letter. The State will not honor attempts by bidders either to designate their entire bid proposal as proprietary and/or to claim copyright protection for their entire proposal.

All bid proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.7 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to do so may preclude an award being made to the bidder.

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, Affirmative Action Employee Information Report, MacBride Principles Certification, Executive Order 129 Certification and business registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

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

2.1 STANDARD DEFINITIONS

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

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 contractor is the bidder awarded a contract.

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.

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.

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 5.2, 5.2.1, 5.2.2 and 5.2.3.

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

State - State of New Jersey.

Task – A discrete unit of work to be performed.

Using Agency - The entity for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT SPECIFIC DEFINITIONS

Availability - Period of time in hours and whole minutes - when equipment can be functionally and productively utilized by State.

Business Office - The Contractor's local office for administration, management, and/or engineering staff services to be provided to the State as specified by this proposal.

CE - Customer Engineer properly trained to maintain and repair each piece of equipment assigned. Also known as an FE: Field Engineer.

Central Dispatch Center - A center or system provided at Contractor's location and utilizing a toll free (800) phone number, where all calls for hardware/software maintenance and services would be reported by State personnel.

Certificate of Maintainability - Written certification from the contractor at the end of the contract that the device has been maintained within the original manufacturer's specifications and in the same manner as a new production model, including Engineering Changes and Preventative Maintenance tasks. This also certifies that the device is eligible for maintenance by any other firm without further inspection or review. The State herein certifies that all hardware and software contained in this RFP has been properly maintained by the current contractor according to OEM specifications, for purposes of turnover to the new Contractor.

Data Centers - Refers to three mainframe computer facilities: HUB for OIT; Quakerbridge Road for N.J.HESAA, and the Hughes Justice Complex for AOC (all in Trenton area). Also called Computing Centers when referring to Minicomputer facilities. These centers all have Processor Complexes.

EC (Engineering Change) - Corrections of design features to either improve performance, correct safety problems or to address a unique custom situation. Engineering changes include three interrelated areas: hardware, software and firmware or microcode. Engineering changes are distributed by the plant that manufactured the equipment in several categories: Mandatory EC's, Firmware EC's, and Online EC's.

Equipment - An all-inclusive term that refers to individual machine(s) and its associated features, as defined herein and listed in this RFP. Synonymous with Hardware. IMPORTANT NOTE: All equipment listed in this RFP have mandatory, prerequisite, or base features necessary for equipment operation, even though the individual features are not themselves listed. Example: A 3278 consists of a terminal and keyboard. Some equipment listed contains optional or special features unknown to the State. Bidders should take this into consideration in their bid pricing.

Equipment Failure - A malfunction in any piece of equipment covered under this proposal that delays or prevents the State's productive use of said equipment.

Equipment Downtime - Period of time in hours and whole minutes when equipment is not fully functional for the State. Fully functional is defined as having all functions and capabilities of the equipment restored to complete working order. This shall include equipment or media failure, and such time required to perform remedial maintenance and restore the equipment, system or media to a productive mode.

Feature - A component part of any machine listed in this RFP (including firmware) which affects the capabilities or performance of the machine to which it is attached or inserted. NOTE: Firmware which is solely controlled by an OEM may require Bidder to obtain firmware data as the State's Customer Agent for use on State equipment.

Firmware - Microcode or micro programs.

Full Maintenance and Repair - All parts and labor required for inspection, problem determination, adjustment, fault isolation, repair, validation of repair and replacement of all broken, defective, missing or worn parts of all equipment and features, including reloading any software, back to the functional level of operation according to OEM specifications.

Hardware - All the equipment and features to be maintained including firmware. See "Equipment".

High Density Computing Areas - These are the geographic areas of State employee computing concentrations including and surrounding the Trenton, Jersey City, Newark, Camden and Atlantic City locations in a twelve mile radius around each.

Original Equipment Manufacturer - The manufacturer or producer of equipment, including specifications and operational standards. Also OEM.

Maintenance - Applies to all hardware and software and is defined as all parts and labor required to restore the product to the manufacturer's original functional specifications.

Maintenance Diagnostic Routines - The diagnostic programs customarily used by the Contractor or OEM to test equipment for proper functioning and reliability, and to diagnose equipment failures.

Period of Maintenance Coverage - Period of time, as selected by the State, during which maintenance services are provided for a fixed charge.

PM (Preventive Maintenance) - Maintenance performed under contract on State approved scheduled basis that is designed to keep the equipment in proper operating condition, according to OEM specifications. The time required for this maintenance shall be reviewed and pre-approved by the State especially in instances of downtime.

PPM (Principal Period of Maintenance) - The period of maintenance coverage required for equipment listed in this RFP which is based on criticality of equipment as referenced in herein. For purposes of this RFP Attachment 9 inventory list, the State has chosen one PPM: Standard, which is Monday through Friday, 7 a.m. to 5 p.m., for all equipment in Attachment "9."

Processor Complex - Any device necessary for local processing by a mainframe or minicomputer including but not limited to the CPU, Memory, I/O Processor(s), Channel(s), Channel Extender(s), DASD, Tape/Cartridge Device(s), Network Processor(s), Printer Subsystem(s), Power Supply Module(s), Local Communication Controller(s), Terminal(s), PC's, and Console(s).

Record of Service - A report generated and kept by the contractor for each repair made, showing measurable specifics about the repair, such as time of arrival onsite, Model and serial number, agency name, time of repair completion etc. Also see section 3.5.

Remedial Maintenance - Maintenance to be performed by the Contractor that results from equipment failure and is performed as required.

Response Time - Total time elapsed from receipt of the problem by the Contractor's CE until the onsite arrival of the CE. The fifteen (15) minute CE callback time from time of original receipt of call by the Dispatch Center, shall also be considered a response time requirement.

Remote Site - A location outside of the main computer facilities having computer equipment connected to these facilities through a network and/or operating system as stand alone devices.

Site - The location designated by the State where each unit of equipment is situated including Data Centers, Computing Centers and Remote Locations/offices throughout New Jersey.

Software - Any written programs used to produce applications which operate or operate from a computer.

3.0 SCOPE OF WORK

3.1 GENERAL SERVICE REQUIREMENTS

3.1.1 WARRANTY SERVICE

The Contractor is responsible for coordinating the maintenance of any warranted equipment through the period of warranty. The Contractor will be responsible for maintaining a list of all equipment under warranty with the OEM in preparation for the end of the warranty and will notify the State no later than sixty (60) days prior to the warranty expiration date. Equipment coming off warranty can be added to the contract in accordance with RFP Section 3.11.6. Currently Attachment 9 has no equipment under warranty. The State contract manager will provide a list of newly warranted equipment monthly to the contractor.

3.1.2 CE STAFFING

The Contractor shall have the Customer Engineers specifically trained for each piece of equipment included in the State's inventory, and able to respond knowledgeably to any Equipment Failure. These Customer Engineers shall be available to be onsite 24 hours each day, 7 days each week. There must be a sufficient number of primary Customer Engineers and backups to maintain a minimum staffing level of one primary CE and trained backups on each component in the State inventory. Each primary and backup CE must be trained on the equipment to which they are assigned. Contractor must ensure that enough trained CE's are available to service the State's needs particularly during the standard PPM. For example, if Contractor receives a call and dispatches one CE, then receives another call, Contractor shall dispatch another CE and so on.

3.1.3 CONTINUOUS REPAIR FOR OTHER THAN 7AM – 5PM COVERAGE

If a call is placed during contracted hours, and the CE is on site, service must continue at no additional charge until the equipment is operational or two hours beyond the PPM have transpired, whichever is sooner. Based on the agency determination, service will either continue indefinitely until repairs are completed, as an out of PPM call upgrade (see Section 3.11.6) or a CE will be dispatched for first call Next Day (during PPM), to finish the initial call.

3.1.4 PREVENTIVE MAINTENANCE

The frequency, duration and quality of preventive maintenance (PM) shall be in accordance with OEM specifications. The Contractor must determine and schedule Preventive Maintenance for all devices requiring it. The actual times for the PM to be performed are to be agreed upon with the agency personnel in advance of the actual performance. Actual times of PM performance shall be at any time during the PPM. All PM activity must also be entered in the site Service Log. With the agency's approval, PM's may be applied after an equipment repair.

3.1.5 STATE'S RESPONSIBILITY

The State will not be responsible for providing administrative/clerical functional assistance or support to the Contractor. The Contractor shall provide all office facilities or equipment required for its staff to perform their tasks. The State agencies are responsible for supplying CE access and other onsite needs directly, such as security, parts stocking, space and telephone access, on a case by case basis, as they each determine best suits their needs as well as the Contractor's. The State agrees to provide a suitable environment for all equipment and to provide Contractor with full, free and safe access to the equipment to provide maintenance service. Additional space at agency locations for onsite parts or spares must be determined between the Contractor and Agency affected, for their mutual benefit, and only as available at the agency. Agencies are not responsible for Contractor's items left or stored at an agency site.

3.2 PARTS REQUIREMENTS

3.2.1 REPLACEMENT PARTS

All parts installed in any equipment must have been originally manufactured for that equipment, by or for the OEM. Deviations from the OEM's original or approved replacement part number or revision level must be approved in writing by the OEM or the State before that part is installed in any State owned equipment. Parts must be at or above the OEM's current revision level. The cost of maintenance service shall include unlimited replacement parts and delivery. The Contractor shall be responsible for all costs associated with parts acquisition, including parts acquired from the original OEM's or other suppliers. Only new or certified as new OEM parts shall be used when replacement parts are required. All consumables such as toner cartridges, paper, etc are excluded from repair and replacement, however, maintenance kits, if necessary for repair, are not excluded.

3.2.2 CRITICAL PARTS

Critical replacement parts, for critical equipment defined by RFP section 3.8.3, shall be deliverable, within two (2) hours of parts call. A representative inventory of critical replacement parts for equipment listed in "ATTACHMENT 9" (also highlighted) shall be maintained by the Contractor and available to the State. The parts must be stocked within thirty (30) working days after contract start and must continue to be stocked for the duration of the contract.

Contractor shall coordinate, with the Data Center and agency personnel's concurrence, those parts necessary to be stored onsite which have been identified as "critical" for onsite response, based on failure trends and service history or industry "Best Guess" estimates.

3.2.3 PARTS STOCKING AND DELIVERY

All non-stocked parts must be deliverable to the State within six (6) hours under normal conditions.

3.3 ENGINEERING CHANGES (ECs)

3.3.1 EC COMPATIBILITY

The Contractor shall guarantee that the engineering change level of the equipment is kept compatible and updated according to OEM announcements, at no cost to the State. Compatibility must also be maintained with both the change level of the other equipment at the site being maintained by other vendors or other OEM's, and with any operating software. The Contractor shall have and maintain all the tools and resources necessary, including detailed descriptions, flowcharts, CD ROMs and online access for Customer Engineers to effectively and efficiently diagnose and resolve existing or potential maintenance problems.

Any engineering changes requiring equipment downtime or software coordination must be coordinated through the State's affected agency and scheduled with the agency personnel first. It is the Contractor's responsibility to determine what engineering changes are available, whether they are mandatory changes, safety changes, or other changes. Furthermore, it is the Contractor's responsibility to initiate the installation of all Engineering Changes through communication with the agency site representative, at no cost to the State. The Contractor's installation of any EC must be operationally compatible with installed, operational, hardware and software, in all cases.

3.3.2 EC ACQUISITION AND INSTALLATION

The Contractor shall be responsible for all costs associated with the acquisition and installation of all Engineering Changes and for maintaining records of the current EC levels for all devices under maintenance excluding software. The State will consider designating the Contractor as the State's Agent, if necessary, in obtaining all EC data, documentation and parts. Detailed descriptions and flowcharts of time frames, acquisition, availability and installation of ECs and OEM announcements must be maintained. The Contractor shall notify the State agency affected of all engineering changes within ten (10) working days of

announcement of the engineering change from the original equipment manufacturer. Delays in obtaining announced EC's from the OEM must be immediately communicated to the State Contract Manager. Failed EC installation would require that the system be restored to its operating configuration prior to the failed EC installation attempt.

3.3.3 FIRMWARE ECs

The Contractor shall be capable of having all firmware ECs onsite and ready for installation within three (3) working days of the EC being acquired from the OEM. Hardware ECs should be onsite and ready for installation within ten (10) working days after acquisition. If ECs are acquired sooner than these times, they must be presented to the agency when available. Coordination with software ECs, if any is necessary, will be done through the agency personnel affected.

3.3.4 MANDATORY ECs

All ECs which the manufacturer considers mandatory or ECs which the manufacturer, the State, or the Contractor consider necessary for safety reasons must be installed during the next scheduled preventive maintenance unless delayed by the State, at no charge. ECs that the manufacturer recommends, or adds product function, or improves current product function, but are neither mandatory nor safety-related must be installed at a time scheduled by the State.

3.3.5 ON-LINE ECs

The State currently utilizes real-time on-line retrieval of ECs for several components of the Data Centers (AS400s) for example IBM Electronic Customer Support, IBM Software Excel Extended, and/or general File Transfer Protocol (TCP/IP) accesses, in order to decrease EC acquisition and installation time in a remedial maintenance situation. The Contractor shall continue these links and coordinate and provide for these methods with those which the Contractor provides directly. This also applies to Flash Announcements, general fixes, PTFs and other updates. There shall be no charge to the State for these methods which are normally available through vendors' websites at no charge.

3.4 DISPATCH SERVICE

The Contractor shall furnish a manned central dispatch number to which the State will place all calls for service. Call dispatch systems relying upon the State to leave "voice service call messages" are unacceptable. The central dispatch office shall have a 365(6) day, 24 hour a day, toll free telephone number for use by agency personnel in placing all calls for service. The Contractor must ensure that sufficient telephone lines and personnel are in place in its central dispatch office to receive and respond to all calls for maintenance placed by the State twenty-four hours a day, seven days a week. Calls placed outside the PPM must also be guaranteed adequate coverage.

The Contractor shall be responsible for determining if the call to the Contractor's Dispatch Center is for an item of equipment covered under the contract. The State shall not be responsible for any charges for service to equipment not so covered, unless notified in advance by the Contractor, which would be handled on a per call basis (see Section 3.11.8).

Verification of receipt of a remedial maintenance call, on line assistance and/or site call back, including electronically transmitted problems, shall occur within fifteen (15) minutes from the time the State initiates the call. All response times will be measured from this initial fifteen minutes plus any time the CE is on the line to agency personnel in trying to diagnose or understand the problem before being dispatched. CE dispatch shall occur in time for the CE to meet the applicable onsite response time; also, CE's must give the agency contact an estimated time of arrival (ETA). Calls must remain in the "open" status until the repair is complete and the equipment returned to a fully functioning operation.

The Contractor's Central Dispatch Center shall include information for all equipment from the time of the initial call, dispatch, arrival of the CE, and through completion of each maintenance call. The Contractor shall assist the State's designated personnel in using proper call-in procedures. As a minimum, the following Record of Service Report information must be included:

- a. Problem tracking number or Ticket number (cross-referenced to the agency's Problem Management System, where applicable);
- b. Name, location and phone number of State contact person and the agency (Department name and Division name) that reported the problem;
- c. Make, model and serial number(s) of equipment affected;
- d. Description of malfunction or service;
- e. Date and time Contractor notified;
- f. Date and time of CE arrival onsite;
- g. Date and time of both start and completion of repair or replacement of equipment and in functional condition;
- h. List of all parts repaired or replaced, and all ECs added, deleted or modified;
- i. Identification of the Customer Engineer (or other single point-of-contact) responsible for performing maintenance;
- j. Name, location and phone number of agency personnel that certified that the equipment was repaired satisfactorily.

Additionally, the Contractor shall note in the system described above, those calls that do not require CE dispatch and the reasons thereof.

The Contractor shall prepare quarterly written reports, by summary and detail, on all data gathered by the Central Dispatch Center. Such reports must be available by agency level detail and by State total detail. Reports shall also be available on-demand if required by the State. Individual call records must be available for up to two years after the contract ends. Reports should be available by E-mail, fax and from contractor's internet site. See also section 3.11.10 Reports.

It is required that the contractor provide an Internet website or similar electronic service so that agency personnel can look up the status of any trouble tickets by the State Contract Manager, and only by individual State agency or Division, at no additional cost to the State, and during work hours. The State should also be free to enter calls (trouble tickets) using this system as well. Such a system must be updated regularly by the contractor so as to provide the most current information about the call.

3.5 SERVICE LOGS

If requested, the Contractor shall have available a service log (Record of Service) for each piece of equipment repaired at a State site. The State shall have access to this log at any time, and be trained to access any information necessary. If on-line, which is preferred, the service log shall retain all information requested for the life of the contract, and the data becomes the property of the State upon contract termination. The service log shall at a minimum contain all information from the Downtime Report.

3.6 INVALID SERVICE CALLS

While the State makes every effort to confirm the need for maintenance prior to placing a call for such service, there are times when the Customer Engineer may arrive at the site and find no problems or find that the problem was due to an operator error or incorrect problem determination. When this occurs during the principal period of maintenance, there shall be no additional cost to State. It is the Contractor's primary responsibility to eliminate such occurrences through its Call Dispatch System or a call back procedure in which invalid calls do not result in CE dispatch.

3.7 STATE'S HELP DESKS

In those instances where either a State Data Center or Agency Computing Center has its own Help Desk already in place, it is the Contractor's responsibility to coordinate with the Help Desks those common procedures and reporting mechanisms necessary to provide coordinated service. All calls shall come from agency personnel. The State Contract Manager will provide the contractor with a list of agency contacts upon the start of the contract. Many agencies first call the Central OIT Help Desk for initial troubleshooting over the phone. If not corrected, the OIT Help Desk will call the appropriate Contractor for service. The AOC also has a Network Control Center for its calls. The Contractor may supplement Contractor's Dispatch System with the Data Center's or Computing Center's call process, but Contractor is not relieved from providing all required information contained in this RFP as specified by content and times due, including the Record of Service, reports etc., to the requesting Agency or to the State Contract Manager.

3.8 SERVICE LEVELS AND RESPONSE TIMES

3.8.1 FORCE MAJEURE

It is understood and agreed that service repairs to contract equipment resulting from the State's abuse, misuse, or negligent acts, and actions external to the equipment itself such as power failure or surges, accident, flood, fire, lightning and other Acts of God (Force Majeure), shall be considered outside the provision of standard service repairs and shall be charged for parts only during PPM repairs. Outside of the PPM, the Contractor agrees to repair such equipment, if requested by the agency, by the Per-Call Hourly Terms and parts prices established herein.

3.8.2 CALL PLACEMENT

The Contractor must coordinate with the agency placing the service call, the expected time of onsite arrival by the CE. Critical calls made within the PPM shall be considered to be responded to on the same day, as indicated below. Standard calls shall be responded to on next business day, within 24 hours of the time of the original call, as indicated below. In those cases where the agency and the Contractor agree to defer a critical call until the next day, the CE must respond as First Call Onsite (i.e. as early as 7 a.m. or until the office opens) on the next business day.

The State considers that the CE travel time to the site is 1 hour (15 minutes call back and 45 minutes travel.) The latest a CE could be at a site in order to give same day service is 4 pm. For a 1 hour Critical High Density, the call-in would be no later than 3 pm, thereby allowing the CE to reach the site by 4 pm. For a 2 hour Critical, the call-in would be no later than 2 pm, thereby allowing the CE to reach the site by 4 pm. For a Standard call, the response time is Next Business Day (i.e. onsite within 24 hours of call.)

3.8.3 SERVICE LEVELS

The State has classified certain types of items into classes of criticality for purposes of Contractor onsite service response. These classes are not all inclusive and may be modified if the State deems necessary. They are:

CRITICAL: Data Center Equipment, Multi-User Systems, DASD, Minicomputers, Optical Jukeboxes, High Speed Printers, Controllers, Servers, Routers, Bridges, Switches, Gateways, Muxes, Modems, DSUs/CSUs, Hubs, Tape Drives, Network printers and AS/400's.

RESPONSE TIME: Two (2) hours from call. (*)

(*) IMPORTANT NOTE: This response shall be one (1) hour for the High Density Computing Areas.

ADDITIONAL NOTE: All items under the contract deemed "Critical" are in bold figures on Attachment 9, "The State of New Jersey IT Inventory."

STANDARD: All Terminals, All other Printers, PC-, UNIX- or RISC-Workstations, UPS, Local LAN devices, laptops and Standalone PC's.

RESPONSE TIME: Next Business Day.

Contractor shall, at the State's request, upgrade a Standard response to a Critical response with the approval of the agency personnel. Such request shall be a one time charge to the agency at the rate of \$50.00 or less. This charge shall only be applied to the agency site for which the request is made, and not each individual device, and shall be due only upon improved responsiveness. A standard response shall become a critical (2 hour) response (or 1 hour for High Density Computing Centers.) For expedited call charges the agency shall be billed directly.

3.8.4 ESCALATION PROCEDURE

The contractor shall provide an escalation procedure by which the Customer Engineer(s) assigned to perform critical hardware and firmware maintenance will obtain technical and management assistance in problem determination and/or problem resolution if necessary to effect a timely repair of the device out of service. In addition to the local Customer Engineer(s), there must be advanced technical support available. Contractor must meet On-Site Response requirements as given in Section 3.8.3. Based on time CE arrives on-site, equipment outages specified as highly serious which continue for two (2) hours are considered emergency in nature and must be escalated with full Contractor resources to resolve. Contractor must notify the user of what and when escalation is occurring.

In addition, for situations defined by the user as critical which last four (4) hours or longer from the time of Customer Engineer arrival onsite, the State agency site supervisor has the right to demand that the Contractor, if not the OEM, turn the problem over to the OEM for resolution at Contractor's expense. This demand shall be placed on the contractor by the State for those serious instances only, where the agency site supervisor is not satisfied with the Contractor's plan for restoring the malfunctioning equipment to full operation, or cannot reach agreement with the Contractor's progress plan. If such a demand occurs, the Contractor must respond with best efforts to continue the repair until the OEM can fully respond. The Contractor must inform the site supervisor of the OEM's estimated arrival time. Additionally, both the State Contract Manager and the Contractor's Liaison must be informed of such an occurrence on the same or next business day. The Contractor shall pay the OEM directly for any charges incurred.

3.8.5 ABNORMAL REPAIRS

After consultation with agency personnel, if the Contractor is unable to repair or to arrange OEM repair of a particular piece of equipment to the State's satisfaction, the State reserves the right to have the repairs performed by another service provider, the cost being charged back to Contractor. Once this determination is made, the Contractor must immediately turn over the problem to agency personnel with a full description of the problem and identification of any parts needed. The State will submit the bill directly to Contractor for payment. The Contractor shall be responsible for any costs incurred as a result of the Contractor's inability to correct any problem that requires the involvement of another service provider. Should the Contractor determine that a repair can only be made by removal of the failing equipment to a Contractor site, the agency personnel must be notified and must approve the movement of State equipment from State premises as well as the substitution of loaner equipment. The configuration of any loaner equipment must be equivalent to the removed device and compatible with any site equipment. Any other type of contingency plan to be put in place must be approved by the site supervisor. Once the equipment is fully repaired, or loaner replaced with functioning equipment, any Escalation Procedures for that device will cease. The agency and the State Contract Manager must be informed of all such occurrences.

However, if the Contractor has performed unsuccessfully (must be called back) six calls and repairs to the same device component within a forty-five (45) day period, because the device is too old or cannot be repaired, then in consultation with agency personnel, and the State Contract Manager, the State will declare the component or device inoperable and order a replacement component or device as it deems necessary. This newer component or device, if acquired, will be added to the contract carrying the same terms and price as the replaced or similar equipment, for the balance of any prepaid period. The agency shall be responsible for its own deinstallation, installation or replacement costs.

3.9 STAFF IN A VAN

Contractor may provide one or two vans and at least one technician (one per van) to work out of the vans during the State's PPM, Monday through Friday, 7 a.m. to 5 p.m. at no additional charge. These vans shall cover the State and shall be used primarily to replace failed terminals or printers (i.e. common, multiple, functional replaceable units) on a one for one basis to save time and effort for both the Contractor and the State. Replacement devices must be functionally and operationally compatible and equivalent to the original device. Any equipment replacing failed models must be guaranteed new and must be certifiable as OEM manufactured. In all cases, the agency must approve of the replacement equipment to be used. If not accepted, acceptable models must be provided. Contractor must notify agency personnel of any model and serial number changes, and must update the State's inventory accordingly.

3.10 COVERAGE REQUIREMENTS

3.10.1 PRINCIPAL PERIOD OF MAINTENANCE

The Principal Period of Maintenance (PPM) for all equipment in "ATTACHMENT 9", and all State equipment under this contract, is for ten (10) hours per day, 7 am to 5 pm, Monday to Friday, inclusive of Holidays.

There shall be no additional cost to the State if the Customer Engineer(s) diagnose or assist in the diagnosis of the problem, regardless of the source of the problem, if such diagnostic service occurs during the principal period of maintenance.

3.10.2 SERVICE AVAILABILITY

Contractor shall be capable of servicing a State request for service made during any time, seven days per week, twenty-four (24) hours per day, 365(6) days per year. See section **3.11.8 Per-Call Terms** for service provided outside the normal PPM.

3.11 SERVICE CONTRACT REQUIREMENTS

3.11.1 EQUIPMENT TERMS

The State reserves the right to transfer, move or relocate any piece of equipment from one site to another site (without prior notice to the Contractor) and without incurring additional maintenance cost. The Contractor shall be notified in writing and within ten (10) days of any such change made by the State. The relocated equipment shall retain all warranties and service agreements associated with the contract.

The State shall have the right to withdraw a machine from this agreement in the case of non-productive use, excess or surplus, and have the cost reduced by the prorated annual rates for that item, upon thirty (30) days written notice. The cost will be reduced on a prorated basis, either as a reduction of the invoice amount if not yet paid, or as part of the contract float and reconciliation, at the State's option.

The State shall have the right to add additional equipment of the same make and model to the contract. All equipment added to the original contract will be certified maintainable before being added to the contract. The Contractor shall accept all such equipment at the prorated annual rate set forth contractually as a result of this RFP. The State may also add additional equipment of a different make and model (but within the scope of this RFP) to the contract, at the Contractor's comparable discounted price. Only the equipment specifically designated as requiring maintenance will incur maintenance charges. All equipment to be added to the contract and which will incur service charges must meet at least one of the following conditions:

- a. must be under warranty service to be provided by or through the Contractor;
- b. must be coverable under the contract percentage of maintenance service "float" as described elsewhere herein (Ref. 3.11.5);
- c. must be specified on a State of New Jersey Purchase Order.

All such cases will be determined by the State Contract Manager and the agency representative. Additionally, the State reserves the right, for all additions of equipment under the contract, to select the maintenance plan which best suits its requirements at the time the additions are made.

3.11.2 CERTIFICATES OF MAINTAINABILITY

If the State trades in, sells, or stores any of the equipment under contract coverage, the Contractor must furnish a Certificate of OEM Maintainability at its own expense fourteen (14) days prior to equipment removal from service.

The Contractor must certify, upon termination of the contract, that all equipment is fully functional and meets OEM specifications including installation of Engineering Changes and Preventative Maintenance. The Contractor must also certify that all equipment is eligible for and meets all requirements necessary to be returned to OEM maintenance coverage. This certification shall be provided at no cost to the State. Also, a Certification Letter must be forwarded to the State Contract Manager for all items in the State's inventory, no later than sixty (60) days prior to termination or non-renewal of the contract. Bidder must describe its methodology for obtaining certification. Any equipment later found to not meet OEM certification shall be fully restored by the Contractor, in a timely manner, at no cost to the State. If Contractor chooses not to restore said equipment and the State finds it necessary to call in another vendor to perform such restoration, the bill shall be sent directly to the Contractor for payment, which bill Contractor shall pay timely and directly to the vendor providing service.

3.11.3 CONTRACTOR STAFF REPLACEMENTS

The State reserves the right to request replacement of Contractor staff not able to perform according to State Standards. These standards include, but are not limited to, well-trained and appropriate technical ability, professionalism onsite, organization and neatness of work areas and of actual repair areas/equipment, completion of necessary records, ability to communicate phases of work to State personnel without misinterpretation, obedience to security standards, and respect of State property and personnel.

3.11.4 EQUIPMENT INVENTORY

The Contractor shall maintain a comprehensive inventory list of equipment covered under maintenance. Any time the covered equipment changes through additions, deletions, replacements, relocations, or transfer, the Contractor shall modify its records to indicate the correct equipment information. Any additions and deletions to the contract must be added or subtracted at the current contract cost to the State. On a semi-annual basis, the Contractor will provide the State with a complete comprehensive inventory on a virus free file in Microsoft Excel or Access. The equipment list shall include at a minimum:

- a.*Bill Code (Department/Division name),
- b. Department
- c.*Organization code (unique),
- c. Agency
- d. Manufacturer (i.e. OEM),
- d. Model/unit,
- e. Description,
- f. Serial number,
- g. Net annual unit cost,
- h. Location of each device (Street, City, State, and Zip Code) (NOTE: Must show city at a minimum).

* Bill code and Organization code will be supplied by the State Contract Manager at the beginning of the contract.

Those items deleted must also be listed with the above minimum information on a separate list, but with the Last Day of Charge. The State will work closely with the Contractor in developing file standards and procedures which will keep the inventory simple and accurate.

A separate list shall be maintained for equipment parts kept on agency sites. The State and Contractor may modify the required parts inventory based on the following: a. changes in usage; b. changes in reasons for equipment failure; c. devices added or removed from the contract; d. changes in the manufacturer's recommended spare replacement parts, or e. State's availability needs.

3.11.5 CONTRACT VALUE FLOAT

The initial contract actual inventory awarded shall be considered the contract's first fiscal year total maintenance charge. This shall become the total actual annual amount after contract implementation and start-up. Based on this total fiscal year charge, there shall be a 10% float. The State and the Contractor will keep records of additions or cancellations of equipment during the fiscal year. If the State's installed base net total maintenance charge has increased or decreased by more than ten percent (10%), at the end of the fiscal year, the only charge then will be the net difference between the ten percent total charge increase or the ten percent total charge decrease and the actual percent of change. Any additional charges or credits for the prior fiscal year will be included in the next current fiscal year actual invoice. The Contractor's Liaison and the State Contract Manager shall determine any reconciliation methods necessary. All equipment added during a fiscal year shall become part of the next fiscal year's inventory base, unless canceled for non-use. Only fully functioning equipment shall be added to the float during the annual period. However, large quantities of additions will be calculated, prorated and may be billed separately, at the option of the State. Non-functioning equipment cannot be considered for the contract value float.

3.11.6 OUT OF PPM CALL UPGRADES (FOR CONTRACTED INVENTORY)

An agency may call the Contractor to perform service outside the PPM on covered equipment. For equipment that is covered under the State's inventory, the agency shall not be charged for parts replacement. The Contractor will bill the agency directly and only for labor at the contracted, out of PPM upgrade, all-inclusive, firm, fixed, hourly rate.

3.11.7 QUOTATION AND INVOICING

Beginning April 1st prior to each new Fiscal Year, the Contractor shall prepare a tentative quote, by Department, Agency as directed below. This quote shall be verified by each participating agency prior to submission of a final invoice. Contractor will work with the Agency in determining an accurate inventory. On July 1st of each fiscal year, Contractor will render to the State a single invoice for the entire yearly total due the incoming fiscal year. This invoice will contain an Exhibit which will establish each affiliated State Agency's current equipment inventory contract price (i.e. from Attachment 9). Adjustments may occur up to the time of invoice submission. The invoice will be calculated using the bid prices established between the State and Contractor according to the terms and conditions established by this contract. The invoice data must also be presentable on a virus free file in Microsoft Access or Excel (97 or 2000 format). The equipment list shall include 3.5" diskette, CD-ROM or E-Mail, in MS-Excel 97 or 2000 format. The State will make payment for the annual total by September 15th, unless delayed due to unusual circumstances. All invoicing must fall within the State's current Fiscal Year period. NOTE: The first year of the contract may be delayed pending actual contract start date, cutover, prorated billing, and invoicing records to be generated by the Contractor and verified by the State.

The data fields (the State will supply some of its own) that must be in the annual quotation/database are as follows: (Department name) (Bill Code) (Agency/Div Name) (Org Number) (Serial #) (OEM) (Model Name/number) (Equipment Description) (Address 1) (Address 2) (City) (State) "NJ"; (Zip) (if known); (Annual Unit Net Maintenance Cost) (Sub-total by Agency/Div) (Grand Total).

3.11.8 PER-CALL TERMS

Agency personnel shall be alerted prior to the start of any repairs that a particular piece of equipment is not under PPM maintenance and will incur Per-Call charges if the work is approved for commencement. The agency must approve the repair before work is started. Once work has begun, the agency must receive and pay the invoice directly, upon satisfactory completion. Any piece of equipment under contract maintenance shall not be charged for parts replacement or labor under normal conditions. Certain non-covered working equipment may be eligible for contract addition (in accordance with **Section 3.11.1 Equipment Terms**) in lieu of Per-Call charges, which determination to be made by the State Contract Manager, and if added, added at the rate established by the contract for the same or similar equipment and the selected PPM, prorated to the State's current fiscal year end date of June 30 (Contract Value Float Section 3.11.6).

Equipment repairs to be performed under Parts or Labor Per-Call rates shall only be those items not covered by PPM and/or those items covered by contract and PPM but excluded for standard coverage

under RFP Section 3.8.1 Force Majeure. In such cases parts shall be charged at the price contained in the contract less any discount. Equipment repairs under Per-Call Terms for labor charges shall only be charged a firm, fixed hourly rate for the time of repair only and shall not be charged for multiple hourly minimums, per diem, travel, or any other charges, per the hourly rate established by the contract. Do not send the pre-call bill to the State Contract Manager. Per call invoices must be sent directly to the agency accepting the service calls. Agency billing must be in accordance with contractor prices for parts with discount and per call hourly rate. Equipment repaired under Per Call terms can be subsequently added to the contract under the terms of section 3.11.6.

Bidders must bid per-call All-Inclusive, Firm labor hourly rates on RFP Bid Sheet.

3.11.9 RECURRENCE OF MALFUNCTION

Per call or remedial maintenance required within a forty-eight (48) hour period due to a recurrence of the same or related malfunction, regardless of whether repair or maintenance was performed during PPM or not, shall not be charged again. After 48 hours, the bill may be questioned by the Agency and the State Contract Manager. Also see RFP Section **3.8.5 Abnormal Repairs**.

3.11.10 REPORTS

Two types of reports will be required for this contract. The first being a Daily Morning Report, which should be made available to the State Contract Manager by either E-mail, fax or contractor internet site by 10 a.m. each morning (M-F). Reports/data in electronic form must be made available in Excel 97 or 2000 format. The report should include date of report, vendor service call # or trouble ticket #, Department, Agency name, equipment ID (model and serial number pulled from inventory), call received time, tech # (identifies who was assigned the call), some detail describing the problem, action taken or to be taken, action date (last time/date that something was done on the call).

The contractor will also produce a Monthly Summary Report by the 5th of the next month, for the State Contract Manager showing the following: By Department/Agency the number of calls received, total calls dispatched, total calls completed, and the number of remaining open calls.

3.11.11 CONTRACT CANCELLATION

Notwithstanding the State's terms and conditions relating to cancellation, the Contractor shall refund to the State any prorated unused portion of contract payments made in advance for the annual contract period if contractor is removed from the contract. Such payment if owing, shall be due within 30 days of contract cancellation, and shall be considered a refund not subject to offset. This shall not be considered damages, which, if assessed, will be subject to separate action. Contractor must surrender all State-issued ID badges or insignia to the State on the day after contract cancellation or termination.

3.11.12 AGENCY ENROLLMENT

Any State Agency not initially included in this contract may be added during the term, by making request to the State Contract Manager prior to the start of the next fiscal year contract period. If added, Contractor agrees to provide services at the terms and rates specified in the contract.

State affiliated agencies, political subdivisions, authorities, commissions, State Colleges and Universities, may join the contract on fiscal year boundaries only and only with the approval of the State Contract Manager and the Director or his designee. Participants must adhere to all terms of the contract. They must be capable of working timely on all centralized payment requirements of the Division of Administration. All entities will work through the State Contract Manager on the administration of the contract.

3.11.13 OTHER RIGHTS

The award of a contract does not establish any other rights nor does it constitute a guarantee that any newly acquired products or services by the State during the term, will be contracted to a given firm.

3.11.14 SERVICE WORK EVALUATION

The State will perform periodic service evaluations of the Contractor(s) performance based on service responsiveness, quality of repairs, quality and timeliness of reports, and general contract compliance. Ratings of Above Satisfactory, Satisfactory and Below Satisfactory will be given in each area.

A rating of Below Satisfactory will be cause for complaint. The contractor will first have an opportunity to work with the agency and the Contract Manager to fix any difficulties in a timely manner. If problems can't be resolved the State Contract Manger, after notice, will issue a formal complaint against the contractor following the procedures of the Contract Compliance and Administration Unit within the Division of Purchase & Property. The Contractor will have full opportunity to respond.

3.11.15 CONTRACTOR LIAISON

The Contractor shall designate a liaison to the State for general issues regarding equipment maintenance across all agencies and sites, and for all contract matters. All problems between an agency and the Contractor are to be referred to the Contractor's Liaison first, and then to the State Contract Manager for attempted problem resolution. All contract deliverables such as service histories, inventories, billing questions etc. are to come through the Contractor's Liaison and then to the State Contract Manager. Any issues, concerns, plans or other items of mutual interest concerning the contract, will be handled through the State Contract Manager and the Contractor's Liaison solely according to the State's established regulations and procedures. The Contractor's liaison must be able to escalate repair calls and processes, as well as obtain greater or better manpower, when necessary. There shall be no additional charge to the State for the services of the Contractor's Liaison.

The Contractor's Liaison or designee shall keep agency personnel adequately informed on the status of all available preventive maintenance, scheduling and installation of EC's, outstanding service calls including estimated time to arrival and repair, estimated arrival of parts, and any other information the State may request about any calls for maintenance. The Contractor's Liaison or designee shall participate in regularly scheduled meetings with the State agencies to discuss and reconcile any problems, trends, resolutions or recommendations. At these meetings, the Contractor's Liaison shall provide a service history, detailing any maintenance events that occurred since the last meeting and recommendations for non-reoccurrence. Continued outages are critical in nature and require the Contractor's foremost attention and resolution. Meetings may be held more frequently if requested by the State. The Contractor Liaison must act as an advocate for the Agency and must contact the Contractor's Service Management as required, to achieve problem escalation and resolution. There shall be no charge to the State for attendance at these meetings or other meetings called for by the State. The Contractor's Liaison, once assigned, must not be removed without the State's written consent.

3.11.16 PC LAPTOP REPAIRS

It may be necessary at times to repair a laptop at the contractor's depot site. This is acceptable under the following conditions: the contractor receives permission from the agency to remove and return the equipment, and the laptop is repaired and returned to the agency within 48 hours (excluding weekends) of when it was received. Before a laptop is taken offsite, the agency shall have a chance to backup any files it can. If the hard drive can't be saved, notice must be given to the on-site state contact. Contractor is not to use any extraordinary efforts to save hard drive data (such as recovery methods at an additional charge), unless the service is specifically requested by the agency. The contractor will then bill the agency directly for this service. Only successful recovery will be paid for. This is the only reason time may be extended at the depot.

3.12 VALUE ADDED SERVICE

The State has need of computer related services described as follows:

- a. Installation - defined as all parts necessary for safely uncrating, preparing, powering up and testing the equipment for proper operability, according to OEM standards;

- b. Deinstallation - defined as all tasks needed to safely deinstall the device without harming other devices nearby or attached and properly shutting down all components including "parking" the hard drive, if a PC, or equivalent;
- c. Relocation - Packing and safely moving equipment from within one agency site or to another agency site;
- d. Equipment Reconfiguration - Performing necessary modifications and upgrades to equipment based on Data Center needs or OEM standards;
- e. Site Planning - Developing Processor Complex and Data Center floor plan and other related schematics using AutoCAD or similar tools;
- f. Monitoring - Performing additional machine monitoring functions perhaps with probes or software, for enhanced corrective and preventive services, such as will deny viruses entry;
- g. Capacity and Performance Planning - Optimizing equipment functions through recommended use of additional hardware or software and meeting machine level goals for proper performance, for all users on the system;
- h. Data Recovery - PC hard drive data recovery from degraded or inoperable drives.

3.12.1 RELOCATION SERVICES

Contractor shall provide relocation services, at the request of the State, when one or more pieces of the State's equipment must be moved from one place to another. Relocation includes parking the hard drive (if necessary), uncabling the equipment, providing all packing materials, packing the equipment, drayage, transporting the equipment to the assigned place, unpacking the equipment, installing the equipment, fabricating and providing the State with any cables of less than twenty-five (25) feet in length, installing the equipment, and testing the equipment for operability. If a network is involved, the equipment will be tested for communications with other equipment.

Actual Damages shall be paid by the Contractor in the amount it would cost the State to acquire a new, functionally equivalent replacement device(s) if the State's equipment is damaged by or through the fault or negligence of the Contractor or Contractor's agents, during the relocation and said equipment cannot be repaired, at the contractor's expense.

3.12.1.1 ACTUAL DAMAGES FOR DAMAGE DURING RELOCATION

Actual Damages shall be paid by the Contractor in the amount it would cost the State to acquire a new, functionally equivalent replacement device(s) if the State's equipment is damaged by or through the fault or negligence of the Contractor or Contractor's agents, during the relocation and said equipment cannot be repaired. See Section 3.12.2 for requirements. In all cases the relocated equipment must be operationally approved before payment is made to the Contractor for the service. If equipment is not able to meet operational standards, then the Contractor agrees to repair said equipment at the expense of Contractor, or replace the equipment.

3.12.2 RECONFIGURATION SERVICES

Contractor shall provide reconfiguration services, at the request of the State. Reconfiguration includes but is not limited to configuring device setups, configuring communications, installing network adapter cards, modification of software to communicate with the system, configuration of data paths, configuration of device sharing, checks on the interrupt structure, and any other type of reconfiguration required to make the device fully functional to the end user.

3.12.3 SITE PLANNING SERVICES

The Contractor will provide personnel to assist agencies in site planning, environmental considerations (including but not limited to power, water, temperature, air quality, and humidity), facilities/physical plant management (including UPS design and configuration), and disaster recovery evaluations. These services will be considered a separate part of the maintenance contract. Bid pricing should take into consideration the availability of such services which should be available onsite within 48 hours of a request for such services.

3.12.4 PER-CALL PARTS

The contractor shall provide Per-Call Parts from the contract by use of a catalog or price list referenced by name on the RFP Bid Sheet.

3.12.5 EQUIPMENT LIST

See Attachment 9 for list of equipment to be bid upon.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

4.2 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 cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME. All of this information is set forth at the top of the RFP cover sheet ([page 3 of the RFP](#)).**

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **EIGHT (8) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders 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 PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

- Section 1 - Forms (Section 4.4.1)
- Section 2 - Technical Proposal (Section 4.4.2)
- Section 3 - Organizational Support and Experience (Section 4.4.3)
- Section 4 - Cost Proposal (Section 4.4.4)

The following Table describes the format of the bid proposal that should be prepared with tabs (separators), and the content of the material located behind each tab.

TAB	CONTENTS	RFP SECTION REFERENCE	COMMENTS
1	Forms	Cover sheet	Completed and signed cover sheet (Page 3 of this RFP)
		4.4.1.1	Ownership Disclosure Form (Attachment 1)
		4.4.3.9	Disclosure of Investigations and Actions Involving Bidder (Attachment 1A)
		4.4.1.2	MacBride Principles Certification (Attachment 2)
		4.4.1.3	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate (Attachment 3)
		4.4.1.6	Notice of Intent to Subcontract Form and Subcontractor Utilization Plan (Attachment 4)
		1.1 of the Standard Terms & Conditions	Business Registration from Division of Revenue
		4.4.1.8	Bid Bond
2	Technical Proposal	4.4.2.1	Management Overview
		4.4.2.2	Contract Management
		4.4.2.3	Contract Schedule
		4.4.2.4	Mobilization and Implementation Plan
		4.4.2.5	Potential Problems
		4.4.2.6	Technical Proposal (Contract Specific)
3	Organizational Support and Experience Proposal	4.4.3.1	Location
		4.4.3.2	Organization Chart (Contract Specific)
		4.4.3.3	Resumes
		4.4.3.4	Backup Staff
		4.4.3.5	Organization Chart (Entire Firm)
		4.4.3.6	Experience of Bidder on Contracts of Similar Size and Scope
		4.4.3.7	Financial Capability of the Bidder
		4.4.3.8	Subcontractor(s)
4	Cost Proposal	4.4.4	Price Schedules (Attachment 5)

4.4.1 SECTION 1 – FORMS

4.4.1.1 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP.

4.4.1.4 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 Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Appendix 1, Section 1.1. of the Standard Terms and Conditions and Section 5.3 of this RFP for additional information concerning this requirement.

4.4.1.5 EXECUTIVE ORDER 134

Refer to Section 5.27 of this RFP for more details concerning this requirement.

4.4.1.6 SET ASIDE CONTRACTS

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 (Attachment 4). Bidders intending to utilize subcontractors **must** also include a completed and signed **Subcontractor Utilization Plan form** (Attachment 4). Failure to submit the required forms shall result in a determination that the bid is materially nonresponsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce and Economic Growth Commission at (609) 292-2146.

4.4.1.7 EXECUTIVE ORDER 129

THE BIDDER SHOULD SUBMIT WITH ITS BID PROPOSAL A COMPLETED SOURCE DISCLOSURE FORM.

Refer to Section 5.28 and Attachment 6 for more information concerning this new requirement.

4.4.1.8 NOT APPLICABLE TO THIS PROCUREMENT

4.4.2 SECTION 2 - 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:

4.4.2.1 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.

4.4.2.2 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.

4.4.2.3 CONTRACT SCHEDULE

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the bidder.

4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of contract award through the first month (30-31 days) of the contract.

Such mobilization and implementation plan should include the following elements:

(a) A detailed timetable for the mobilization and implementation period through the first month (30-31 days) of the contract must be described in your proposal.

This timetable should be designed to demonstrate how the bidder will have the contract up and operational through the first month (30-31 days) of the contract

The mobilization plans and implementation plans must be complete within thirty (30) days from the date of notification of award.

(b) The bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's mobilization and implementation of the contract within the period of through the first month (30-31 days) of the contract

NOTE: The bidder should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization and implementation period.

The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the contract on the required start date.

The bidder should submit a plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the mobilization and implementation plan.

4.4.2.5 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.

4.4.2.6 TECHNICAL PROPOSAL (CONTRACT SPECIFIC)

This section of the bidder's proposal should be used to describe how it will comply with, meet or exceed the technical requirements of the RFP. The bidder must fully disclose staff, methods, plans, tools, and techniques to be used to meet the technical requirements of the RFP in sections 3.1, 3.2, 3.3, 3.4, 3.8, 3.9, 3.11 and 3.12. The following sections refer to specific instructions regarding specific requirements to be provided in your bid proposal in addition to the general requirement to describe your compliance with said requirement. It is strongly recommended that you follow the numbering scheme given in the RFP point by point, regardless of whether there are specific response requirements or not.

4.4.2.6.1 TECHNICAL REQUIREMENT 3.1.2 CE STAFFING

Bidder must describe its service organization, experience on the applicable equipment, number of and levels of staff and managers, and any other staff involved with service delivery. Bidder shall describe its training processes and programs for CE's, both existing staff and new hires and its diagnostic tools available to the CE's.

4.4.2.6.2 TECHNICAL REQUIREMENT 3.1.4 PREVENTIVE MAINTENANCE

The Bidder must describe in its bid how PM will be scheduled and how the State will know that proper PM's are being applied timely by Contractor. The bidder should describe how it will adhere to equipment PM frequencies by following the OEM's specifications.

4.4.2.6.3 TECHNICAL REQUIREMENT 3.2.1 REPLACEMENT PARTS

Bidder must describe its ability to ensure that all parts will be the latest revision and must guarantee parts compatibility. Bidder must certify in its bid that it has access to guaranteed new parts for all equipment included in the State's inventory. Refurbished parts are acceptable as long as they are in guaranteed new condition. Bidder must include detailed information supporting its ability to provide necessary replacements parts, including parts depot locations, parts delivery procedures, quantity of parts on hand, parts stocking and any other parts plans. All consumables such as toner cartridges, paper, etc are excluded from repair and replacement, however, maintenance kits, if necessary for repair, are not excluded.

4.4.2.6.4 TECHNICAL REQUIREMENT 3.2.2 CRITICAL PARTS

Bidder must describe how it will provide critical replacement parts, for critical equipment defined by RFP section 3.8.3. The parts must be stocked within thirty (30) working days after contract start and must continue to be stocked for the duration of the contract.

Bidder must describe how it will coordinate, with the Data Center and agency personnel's concurrence, those parts necessary to be stored onsite which have been identified as "critical" for onsite response, based on failure trends and service history or industry "Best Guess" estimates.

4.4.2.6.5 TECHNICAL REQUIREMENT 3.2.3 PARTS STOCKING AND DELIVERY

Bidder must submit a detailed plan describing the acquisition of all OEM parts that are not stocked locally for both State replenishment and emergency delivery. All non-stocked parts must be deliverable to the State within six (6) hours under normal conditions.

The Bidder must include a description of an expedite procedure by which the State can in fact get an earlier delivery of a part.

The Bidder must also include a description of its:

- internal expedite procedure, including names of transport services used, and include a flowchart of the same with its bid.
- current and proposed on-hand inventory of replacement parts and your current and proposed restocking plan.
- current and proposed procedures you will follow in the event a required part is out of stock locally and/or unavailable to the C.E. performing the maintenance/repair service.
- current parts depots, addresses and quantities of parts on hand, as well as delivery and parts tracking methods.

4.4.2.6.6 TECHNICAL REQUIREMENT 3.3.1 EC COMPATIBILITY

Bidder to describe how it proposes to track and apply Engineering Changes to all relevant contract covered equipment.

The Bidder shall describe fully its ability to provide necessary EC's, and include a reporting function to the State when OEM's make EC announcements affecting the State's inventory.

4.4.2.6.7 TECHNICAL REQUIREMENT 3.4 DISPATCH SERVICE

Bidder to describe in detail how its Dispatch Center will handle incoming calls and its Dispatch Center relays calls and dispatches CE's or other support staff. Bidder to provide the following statistics: Average length of time a customer is on hold; percent of calls placed on hold versus initially reaching a Dispatch Representative; and, Average Length of all calls.

The Bidder shall describe in its bid all aspects of Bidder's Central Dispatch Center, including location, phone #, staffing, hours, procedures used, etc. Bidder must include a summary of information on Attachment 10, Section Five: Customer Support.

Bidder must describe how it will provide an Internet website or similar electronic service so that agency personnel can look up the status of any trouble tickets by the State Contract Manager, and only by individual State agency or Division, at no additional cost to the State, and during work hours. The State should also be free to enter calls (trouble tickets) using this system as well. Such a system must be updated regularly by the contractor so as to provide the most current information about the call. Bidders with existing systems should fully describe them in their bid responses. Bidders without current systems must describe when and how such a system would be available to the State. See Sample Screens on Attachment 12.

4.4.2.6.8 TECHNICAL REQUIREMENT 3.8.4 ESCALATION PROCEDURE

The Bidder shall establish, describe in detail and flowchart in its Bid, an escalation procedure by which the Customer Engineer(s) assigned to perform critical hardware and firmware maintenance will obtain technical and management assistance in problem determination and/or problem resolution if necessary to effect a timely repair of the device out of service. Include activities, times and persons to be contacted in the event of escalation. In addition to the local Customer Engineer(s), there must be advanced technical support available, which must also be identified in the proposal. Contractor must meet On-Site Response requirements as given in Section 3.8.3. Based on time CE arrives on-site, equipment outages specified as highly serious which continue for two (2) hours are considered emergency in nature and must be escalated with full Contractor resources to resolve. Contractor must notify the user of what and when escalation is occurring. Complete Attachment "10" Section Three: Service Locations.

The Bidder must describe any arrangements with the OEM, or the process that the Bidder will follow, in the event that the OEM has to be called in for repair assistance. Bidder must also complete Attachment "10:" Section Four, OEM Relationships.

4.4.2.6.9 TECHNICAL REQUIREMENT 3.9 STAFF IN A VAN

If proposing "Staff in a van" service, the bidder shall describe how this will be accomplished.

4.4.2.6.10 TECHNICAL REQUIREMENT 3.11.3 CERTIFICATES OF MAINTAINABILITY

The Contractor must certify that all equipment is fully functional and meets OEM specifications including installation of Engineering Changes and Preventative Maintenance. Bidder must describe its methodology for obtaining certification.

4.4.2.6.11 TECHNICAL REQUIREMENT 3.12 VALUE ADDED SERVICES

The Bidder shall describe in its bid its ability to provide support services listed in Section 3.12 and any others proposed.

4.4.3 SECTION 3 - 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. Bidder to complete appropriate sections of ATTACHMENT #10 that pertain to this section of the RFP.

4.4.3.1 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.

4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor'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.

4.4.3.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel, including but not limited to the Contractor's Liaison and Customer Engineers, 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.
- The designated Contractor's Liaison (see section 3.11.17) shall have a minimum of three (3) years administrative and service experience handling a contract or contracts of similar size and scope to this RFP. The Liaison's levels of responsibility shall have included: management of minicomputer, peripherals and other equipment types; managing large scale maintenance and support technology projects; and proven oral and written communication skills for all levels of management.
- Resumes for Customer Engineers shall include a listing the manufacturers and type of equipment on which they are trained.
- 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.

4.4.3.4 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.

4.4.3.5 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.

4.4.3.6 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 names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

4.4.3.7 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.

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.

4.4.3.8 SUBCONTRACTOR(S)

A. **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 and Economic Growth Commission registered 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 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.

B. **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.**

C. 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.

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

- E. 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.
- F. 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.

4.4.3.9 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 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 chart in [Attachment 1A](#), Disclosure of Investigations and Actions Involving Bidder, located after the [Attachment 1](#), Ownership Disclosure Form.

4.4.4 SECTION 4 - COST PROPOSAL

The price schedule is attached to this RFP as [Attachment 5](#). Bidders must use this form to submit Net prices. Bidders must also submit, as backup, detailed price lists for all models/quantities as described in Attachment 5A. Failure to do so will disqualify bidder from evaluation.

Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

4.4.4.1 VALUE ADDED SERVICE

The Bidder shall provide prices and rates in its bid for the following computer related services:

- a. Installation - defined as all parts necessary for safely uncrating, preparing, powering up and testing the equipment for proper operability, according to OEM standards;
- b. Deinstallation - defined as all tasks needed to safely deinstall the device without harming other devices nearby or attached and properly shutting down all components including "parking" the hard drive, if a PC, or equivalent;
- c. Relocation - Packing and safely moving equipment from within one agency site or to another agency site (See section 3.12.1);
- d. Equipment Reconfiguration - Performing necessary modifications and upgrades to equipment based on Data Center needs or OEM standards (See section 3.12.2);
- e. Site Planning - Developing Processor Complex and Data Center floor plan and other related schematics using AutoCAD or similar tools (See section 3.12.3);
- f. Monitoring - Performing additional machine monitoring functions perhaps with probes or software, for enhanced corrective and preventive services, such as will deny viruses entry;
- g. Capacity and Performance Planning - Optimizing equipment functions through recommended use of additional hardware or software and meeting machine level goals for proper performance, for all users on the system;
- h. Data Recovery - PC hard drive data recovery from degraded or inoperable drives.

4.4.4.2 PER-CALL PARTS

In order for the State to acquire Per-Call Parts from the contract, Bidder must include a reference name(s) to an equipment/parts price catalog(s) or reference with its bid. Bidder must also specify a percentage of discount off on the RFP-provided Bid Price Line. This percentage shall be the rate established for the contract against all items in Bidder's Parts Price Catalog(s). Bidder must include the discount percent and catalog or reference name on the RFP Bid Sheet.

5.0 SPECIAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS

The contract shall consist of this RFP, addenda to this RFP, the vendor's bid proposal, and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Special Terms and Conditions, take precedence over the Standard Terms and Conditions, attached as [Appendix 1](#)

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the 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 proposal, the RFP and/or the addendum shall govern.

5.2 STATE 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 Manger name, department, division, agency, address, telephone number, fax phone number, and email address.

5.2.1 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.

5.2.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any re-procurement of the contract with the Purchase Bureau.
- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- d) The State Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; the Project

Performance Assessment Form shall be submitted annually for multi-year contracts and at their completion. For contracts of one (1) year or less, the Project Performance Assessment Form shall be submitted within six (6) months of signing and at project completion.

- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.
- f) The State Contract Manager is also responsible to formally report, to the Division of Purchase and Property's Assistant Director, CCAU, using the PB-36 Formal Complaint form, all instances when deliverables, i.e. commodities and/or services, are not in accordance with the contract specifications or scope of work. Variances from contract pricing shall be reported in this same manner to ensure that State and other using agencies receive the goods and/or services at the pricing established at the time of contract award or amendment(s) to the contract.

5.2.3 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.

5.3 PERFORMANCE BOND

This section supplements [Section 3.3b of the Standard Terms and Conditions](#). A performance bond is required. The amount of the performance bond is noted on the RFP cover sheet. 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.

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 cover sheet 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 cover sheet 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.

5.4 BUSINESS REGISTRATION

The following shall supplement the Standard Terms and Conditions pertaining to Business Registration set forth in, [Appendix 1, Section 1.1](#).

“Affiliate” means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof;

“Business registration” means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury;

“Contractor” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency;

“Contracting agency” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit; with respect to this Contract, the contracting agency shall mean the Division;

“Subcontractor” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

A bidder shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

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 paragraph shall apply to all contracts awarded on and after September 1, 2004

5.5 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of thirty-three (33) months. The anticipated “Contract Effective Date” is provided on the cover sheet of this RFP ([page 3 of this RFP](#)). 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 additional periods of up to two (2) years, 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.

5.6 CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

5.7 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor 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 funds are made available each fiscal year to the Using Agency by the Legislature.

5.8 CONTRACT AMENDMENT

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

5.9 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.

5.10 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.

5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede [Section 3.11](#) of the Standard Terms and Conditions of this RFP.

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.

5.12 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.

5.13 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.

5.14 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.

5.15 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.

5.16 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.

5.17 CLAIMS AND REMEDIES

5.17.1 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.

5.17.2 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.

5.17.3 REMEDIES FOR NON-PERFORMANCE

In the event the contractor fails to comply with any material contract requirement, the Director may take steps to terminate the contract in accordance with the State Administrative Code. In this event, the Director may 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.

5.18 NOT APPLICABLE TO THIS PROCUREMENT

5.19 NOT APPLICABLE TO THIS PROCUREMENT

5.20 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 cost proposal.

5.21 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.

5.22 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.

5.23 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.

5.24 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 cost proposal 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 cost proposal 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 all 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.

5.25 FORM OF COMPENSATION AND PAYMENT

This Section supplements [Section 4.5 of the RFP'S Standard Terms and Conditions](#). 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.

5.25.1 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 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.

5.26 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of this RFP'S standard terms and conditions, 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 under contract, subtotaled by product.
- 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

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.

5.27 REQUIREMENTS OF EXECUTIVE ORDER 134

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

5.27.1 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. It also 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 26 U.S.C.A. 527 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.

5.27.2 BREACH OF TERMS OF EXECUTIVE ORDER 134

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 this Order, (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 EO 134; (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 EO 134; 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 EO 134.

5.27.3 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 Executive Order 134 have been made by the Business Entity and reporting all

contributions the Business Entity made during the preceding four 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.

5.27.4 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.

5.28 REQUIREMENTS OF EXECUTIVE ORDER 129

Under the Executive Order 129 issued on September 9, 2004 (“E.O. 129”), the State shall not award a contract to a bidder that submits a bid proposal to perform services, or have its subcontractor[s] perform services, outside the United States, unless one of the following conditions is met:

- a) The bidder or its subcontractor provide a unique service, and no comparable, domestically-provided service can adequately duplicate the unique features of the service provided by the bidder or and/or its subcontractor; or
- b) A significant and substantial economic cost factor exists such that a failure to use the bidder’s and/or the subcontractor’[s] services would result in economic hardship to the State; or
- c) The Treasurer determines that a failure to use the bidder’s and/or its subcontractor’s services would be inconsistent with the public interest.

5.28.1 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to E.O. 129, all bidders seeking a contract with the State of New Jersey must disclose:

- a) The location by country where services under the contract will be performed; and
- b) The location by country where any subcontracted services will be performed.

Accordingly, the bidder should submit with its bid proposal the Source Disclosure Certification form (Attachment 6), filled out with the sourcing information required for itself and any proposed subcontractor, identified in the Intent to Subcontract Form. If the information is not submitted with the bid proposal, it shall be submitted within five (5) business days of the State’s request for the information.

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

5.28.2 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO OUTSOURCED SERVICES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF THE 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 the services outside of the United States, the contractor shall be deemed in breach of the contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and conditions, unless the Director shall have first determined in writing that extraordinary circumstances require a shift of services or that a failure to shift the services would result in economic hardship to the State.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

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, 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 EVALUATION CRITERIA

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 THE BIDDER'S GENERAL APPROACH AND PLANS IN MEETING THE REQUIREMENTS OF THIS RFP

- A. The bidder's general approach and plans in meeting the requirements of this RFP.
- B. The bidder's detailed approach and plans to perform the services required by the Scope of Work 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.
- E. The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.2 BIDDER'S COST PROPOSAL

For evaluation purposes, bidders will be ranked according to the total bid price in [Attachment 5](#).

6.3.3 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.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

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

The Evaluation Committee will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

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, confirming 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.

6.5 CONTRACT AWARD

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid proposal, conforming to the RFP, 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 to do.

7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

ATTACHMENTS - To be submitted with bid proposal.

1. Ownership Disclosure Form
- 1A. Disclosure of Investigations and Actions Involving Bidder
2. MacBride Principles Form
3. Affirmative Action Supplement Forms
4. Subcontractor Set Aside Forms
5. Price Schedules
- 5A. Sample Bid Line Detail
6. Executive Order 129 Certification
7. Reciprocity Form (*Optional Submittal*)
8. **Not Applicable to this Procurement**
9. State of New Jersey IT Inventory
10. Bidder Information Sheets
11. Bidder Personnel Summary
12. Sample Customers Support Website

APPENDICES

1. [New Jersey Standard Terms and Conditions](#)

ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY
 DIVISION OF PURCHASE & PROPERTY
 STATE OF NEW JERSEY
 33 W. STATE ST., 9TH FLOOR
 PO BOX 230
 TRENTON, NEW JERSEY 08625-0230

BID NUMBER: 04-X-00000

BIDDER: _____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> <i>(Shares Owned or % of Partnership)</i>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

If there are no owners with 10% or more interest in your firm, enter "None" below.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> <i>(Shares Owned or % of Partnership)</i>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

COMPLETE ALL QUESTIONS BELOW

	<u>YES</u>	<u>NO</u>
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i>	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: _____ (Signature)
 Address: _____ PRINT OR TYPE: _____ (Name)
 _____ PRINT OR TYPE: _____ (Title)
 FEIN/SSN#: _____
 Date _____

ATTACHMENT 1A - DISCLOSURE OF INVESTIGATIONS AND 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 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.

Investigation

Indicate "NONE" if no investigations were undertaken. Attach additional pages if necessary.

Person or Entity	Date of Inception	Brief Description	Disposition/Status (if applicable)	Bidder Contact Name and Telephone Number for additional information

Litigation/Administrative Complaints

Indicate "NONE" if no Litigation/Administrative Complaints. Attach additional pages if necessary.

Person or Entity	Date of Inception	Caption of the Action	Brief Description of the Action	Current Status/Disposition, (if applicable)	Bidder Contact Name and Telephone Number for additional information

ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM

NOTICE TO ALL BIDDERS
REQUIREMENT TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

_____ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

_____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature of Bidder

Name (Type or Print)

Title (Type or Print)

Company Name (Type or Print)

Date

ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT

AFFIRMATIVE ACTION	TERM CONTRACT - ADVERTISED BID PROPOSAL
DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	NAME OF BIDDER: _____

SUPPLEMENT TO BID SPECIFICATIONS

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;
2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS ,FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.
3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.
4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.
5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.
7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.
8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

Item 1 - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",
or
If your business is such that you have not, or will not receive a Federal Employee Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

Item 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

Item 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

Item 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

Item 5 - Enter the physical location of the company, include City, County, State and Zip Code.

Item 6 - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

Item 7 - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

Item 8 - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

Item 9 - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

Item 10 - Enter the total number of employees at the establishment being awarded the contract.

Item 11 - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

Item 12 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Samoa.

Item 13 - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

Item 14 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

Item 15 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

Item 16 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

Item 17 - Print or type the name of the person completing this form. Include the signature, title and date.

Item 18 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

State of New Jersey
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN INK. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. : []		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: []		
11. PUBLIC AGENCY AWARDDING CONTRACT:		CITY STATE ZIP CODE

OFFICIAL USE ONLY

DATE RECEIVED		OUT OF STATE PERCENTAGES		ASSIGNED CERTIFICATION NUMBER
MO/DAY/YR	COUNTY	MINORITY	FEMALE	

SECTION B - EMPLOYMENT DATA

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)								
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE				
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftworkers (Skilled)												
Operatives (Semi-skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
Total employment from Previous Report (if any)												

The data below shall NOT be included in the request for the categories above.

Temporary and Part-time Employees											
13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)				15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO				16. IF NO, DATE OF LAST REPORT SUBMITTED MO. DAY YEAR			
14. DATES OF PAYROLL PERIOD USED											

SECTION C - SIGNATURE AND IDENTIFICATION

17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE) (CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	MO. DAY YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE) PHONE (AREA CODE, NO. & EXTENSION)

ATTACHMENT 4 - 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 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)

ATTACHMENT 5 – SUMMARY PRICE SCHEDULE**Bid # 06-X-38088 Computer Hardware Maintenance Global Statewide****Bidder Name:**

Line No.	Item Description	Quantity	Unit	Unit Price
00001	Computer Hardware Maintenance – State’s Inventory, 7:00 AM to 5:00 PM Total net maintenance for equipment listed on ATTACHMENT “9” NOTE: Contract “Year 1” is only nine months. Therefore the State will prorate the “Year Unit Price” for nine months as follows: “Year Unit Price” X .75 = “Year 1” price.	1	Year	_____
00002	Computer Hardware Maintenance – Service Response Upgrade Charge Ref.: 3.8.3 Service Levels Enter upgrade rate charge if any (not to exceed \$50.00)	1	Each	_____
00003	Computer Hardware Maintenance – Contracted inventory 7X24 Ref.: 3.11.6 out of PPM Calls Enter hourly upgrade rate charge if any	1	Hour	_____
00004	Computer Hardware Maintenance – All-inclusive hourly rate Ref.: 3.11.8 per call terms Enter hourly rate charge	1	Hour	_____
00005	Computer Hardware Maintenance – Installation Services Hourly Rate Ref.: 3.12a Installation Services Enter all-inclusive hourly rate	1	Hour	_____
00006	Computer Hardware Maintenance – Deinstallation Services Hourly Rate Ref.: 3.12b Deinstallation Services Enter all-inclusive hourly rate	1	Hour	_____
00007	Computer Hardware Maintenance – Relocation Services Hourly Rate Ref.: 3.12c Relocation Services Enter all-inclusive hourly rate	1	Hour	_____
00008	Computer Hardware Maintenance – Reconfiguration Services Hourly Rate Ref.: 3.12d Reconfiguration Services Enter all-inclusive hourly rate	1	Hour	_____
00009	Computer Hardware Maintenance – Site Planning Services Hourly Rate Ref.: 3.12e Site Planning Services Enter all-inclusive hourly rate	1	Hour	_____

Attachment 5 – Summary Price Schedule (cont'd)

Bid # 06-X-38088 Computer Hardware Maintenance Global Statewide

Bidder Name:

00010	Computer Hardware Maintenance – Monitoring Services Hourly Rate Ref.: 3.12f Monitoring Services Enter all-inclusive hourly rate	1	Hour	_____
00011	Computer Hardware Maintenance – Site Planning Services Hourly Rate Ref.: 3.12g Capacity and Performance Planning Services Enter all-inclusive hourly rate	1	Hour	_____
00012	Computer Hardware Maintenance – Data Recovery Hourly Rate Ref.: 3.12h Data Recovery Services Enter all-inclusive hourly rate	1	Hour	_____
00013	Computer Hardware Maintenance – % discount off for parts list Parts List Name or Names: _____ _____ _____ Use addition space if necessary	1	LOT	_____

ATTACHMENT 5A – SAMPLE BID LINE DETAIL

Bid No. 06-X-38088 Computer Hardware Maintenance Global Statewide

INSTRUCTIONS: Use this format to present detail pricing with your bid response for the inventory shown on Attachment “9.” You must reiterate Attachment Nine, line by line, to show detailed pricing as shown below, and submit it with your bid. Microsoft Excel 97 or 2000 is preferred.

UNIT MAKE/ MODEL	QTY	UNIT BASE \$ ANNUAL	TOTAL EXT ANNUAL LIST	TOTAL EXT ANNUAL DISCOUNT	NET ANNUAL TOTAL
IBM4234	1	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx
IBM4232-302	3	\$ x.xx	\$ x.xx	\$ x.xx	\$ x.xx
TOTAL ANNUAL (ALL UNITS)			\$xxx.xx	\$xxx.xx	\$xxx.xx
LESS ANNUAL PREPAY					- xx.xx PCT xx
TOTAL ANNUAL NET MAINTENANCE					\$xxx.xx

NOTE: After completing the Detail Price Sheet as shown above, enter the TOTAL NET MAINTENANCE amount arrived at onto the RFP Bid Sheet..

ATTACHMENT 6 – EXECUTIVE ORDER 129 CERTIFICATION

SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: _____ 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 Bidder.

The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of Executive Order 129, issued by Governor James E. McGreevey on September 9, 2004 (hereinafter "E.O. No. 129").

The following is a list of every location where services will be performed by the bidder and all subcontractors.

Bidder or Subcontractor	Description of Services	Performance Location[s] by Country
----------------------------	----------------------------	--

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").

I understand that, after award of a contract to the Bidder, it is determined that the Bidder 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 Bidder 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 Bidder 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.

Bidder: _____
[Name of Organization or Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

ATTACHMENT 7 - RECIPROCITY FORM

RECIPROCITY FORM
(Optional Submission)

IMPORTANT NOTICE TO ALL BIDDERS

Effective October 7, 1991 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.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with the bid response proposal.

.....
Name of locality having preference practices:

City /Town/Authority	
County	
State	

Documentation Attached

- Resolution Regulations/Laws
 Notice to Bidder Other _____

Name of Firm Submitting this information _____

Please Print

ATTACHMENT 8 – NOT APPLICABLE TO THIS PROCUREMENT

ATTACHMENT 9- STATE OF NEW JERSEY IT INVENTORY
Bid 06-X-3808 Computer Hardware Maintenance Global Statewide

OEM	NJ MODEL COUNT	NJMODEL	Description
3COM	1	3300	SUPERSTACK II SWITCH 3300
3COM	3	3C250B-TX	SUPERSTACK II H
3COM	2	3COM SWITCH	Hub
3COM	2	LINK BUILDER	n/a
3COM	3	SUPER STACKER II	Network Hub
3COM	1	SUPERSTACKER 3000	SuperStacker 3000
3COM	1	3C16980	SWITCH 3300
ADIC	1	FAST STOR 22	SERVER - TAPE BACKUP SYSTEM
APC	1	2200X	2200X
APC	3	3000RMXL30	Smart-Ups 3000RMXL30
APC	1	450AT	BACKUP
APC	1	AP9207	UPS (UNINTERRUPTIBLE PWR SUPPLY
APC	8	MATRIX 5000	APC MATRIX 5000 UPS
APC	3	MATRIX POWER DISTRIBUTION UNIT	Matrix Power Distribution Unit
APC	1	MATRIX UPS 5000	UPS
APC	1	SMART UPS	1400
APC	4	SMART UPS 3000	UPS
APC	4	SMARTCELL	SmartCell-XR
APC	1	SU1000NET	UPS (UNINTERRUPTIBLE PWR SUPPLY
APC	1	SU2200NET	SU2200Net
APC	3	SU3000RMNET	UPS (UNINTERRUPTIBLE PWR SUPPLY
APC	1	SU700NET	UPS (UNINTERRUPTIBLE PWR SUPPLY
AT&T	2	3165	Paradyne 3165 CSU/DSU
AT&T	1	3610	Comphere 3610
AT&T	1	DIGITAL DSU	Digital DSU
BAYSTACK	1	255	NETWORK SWITCH
BAYSTACK	1	350F	NETWORK SWITCH
BAYSTACK	2	450-24T	NETWORK SWITCH
BELL AND HOWELL	8	2020D	SCANNER DUPLEX FBSCA
BEST	1	FE12-5KVA/20C	UPS
BLACK BOX	2	SW724A-R2	SERVER SWITCH
BLACK BOX	1	SW930A-R2	CONTROLLER
BLACK BOX	1	ULTRA 8 PORT KV5008FA-R2	SERVSWITCH
CHIPCOM	1	30001ST-22	ETHERNET SWITCH
CHIPCOM	1	4112H-MTN	STACKABLE HUB
CHIPCOM	2	4112H-MTP	STACKABLE HUB
Compaq	7	356100-004	COMPAQ DESKPRO EP M6400 P2-350
Compaq	2	4110	NETWORK SWITCH
Compaq	1	530	SERVER
Compaq	4	800	SERVER
Compaq	1	Compaq Tape Library	Compaq Tape Library - HP Storageworks
Compaq	1	DAT 12/24	Tape Drive
Compaq	6	DAT 20/40 GB 8 Cass.	Tape Drive
Compaq	2	DAT AUTOLOADER	DP-2 SERIES EO 2005
Compaq	12	DESKPRO P3-500	COMPAQ DESKPRO M6400 P3-500

Compaq	89	DESKPRO P3-600	COMPAQ DESKPRO EP M10000 PE-600E
Compaq	7	DLT 35/70	TAPE DRIVE
Compaq	4	HSG80	CONTROLLER
Compaq	5	ML370	SERVER
Compaq	2	ML530	SERVER
Compaq	4	MSL5026	TAPE LIBRARY
Compaq	90	PE1123	COMPAQ S710
Compaq	7	PL3000R	SERVER
Compaq	1	PL8500	SERVER
Compaq	34	PROLIANT 1600	SERVER
Compaq	4	PROLIANT 3000	SERVER
Compaq	2	PROLIANT 5500	SERVER
Compaq	4	PROLIANT 6000	SERVER
Compaq	20	PROLIANT 6500	SERVER
Compaq	3	PROLIANT 7000	SERVER
Compaq	3	PROLIANT 8500	SERVER
Compaq	2	PROLIANT DL580	SERVER
Compaq	7	PROLIANT ML350	SERVER
Compaq	3	PROLIANT ML370	COMPAQ PROLIANT ML370 SERVER
Compaq	13	PROLIANT ML530	SERVER
Compaq	6	PROLIANT ML570	SERVER
Compaq	1	PWR DLT DRIVES	NT2
Compaq	1	RA4100	CONTROLLER
Compaq	2	SANSWITCH 16EL	SWITCH
Compaq	13	STORAGE SYSTEM	EXP CHASSIS
Compaq	1	STORAGE WORKS	SERVER EXTENDED STORAGE
Compaq	1	TL891	TAPE LIBRARY
Compaq	2	TL895	TAPE LIBRARY
Compaq	1	TZ89N	DLT TAPE DRIVE
Compaq	12	V700	COMPAQ V700
DEC	1	54KHA-AA	DEC ALPHA SERVER 1200 5/533
DEC	1	BA30A-AA	ALPHASERVER 4100 5/300
DEC	4	BA356-JC	DEC STORAGEWRKS SHELF BA356-JC
DEC	1	BA356-SB	8 BIT SCSI INTERFACS BA356-SB
DEC	2	BA35X-MG	BA35X-MG
DEC	1	BA35X-MH	DEC SERVER 7100 I/O MOD 16 BIT
DEC	5	BKP20-AA	RECEIPT/VALID.P
DEC	1	DAC 960	DEC PCI RAID CONTROLLE
DEC	1	DFDDB-AF	DEC VAX4000-505A/600A/700A DFD
DEC	1	DHW42-BA	16LINEDEC423ASY
DEC	1	DIGITAL VT220	DEC VT220 TERMINAL
DEC	1	DL-DSRVP-AA	DS250 W/SYSTEMS
DEC	1	DM308-Z	DECMUX 300
DEC	3	DSRVE-MA	DECSERVER 90TL
DEC	1	DSRVW-CA	DECSERVER 700 16PORT HUB
DEC	2	DSRVW-EC	DECSVR 700-08 (
DEC	2	DS-TZ89N-TA	DEC35/70 FB TAPE DRIVE DS-TZ89
DEC	1	DV-31GTA-B9	MV3100-40 2 USE
DEC	1	DV-45AFC-EA	DEC VAX 4000-505A DV-45AFC-EA
DEC	1	DV-46JT1-F9	VAX4000-600 TMS
DEC	3	FM-DSKPR-L2	6-12 PPM LASER
DEC	1	FR-932WW-CA	DEC SERVER 7100 P/200OHC 128 M

DEC	1	FR-972WW	DIGITAL PRIORIS 5166XL SERVER
DEC	1	FR-CK310-RF	DEC SERVER 7100 RAID ARRAY 310
DEC	1	FR-DE500-BA	DEC SERVER 7100 PCI TO FAST ET
DEC	1	FR-PC93U-AD	DEC SERVER 7100 PRIORIS ZX PP
DEC	1	FR-PCA6K-AA	DEC SERVER 7100 PRIORIS ZX5133
DEC	1	FR-RZ1DB-VW	DEC SERVER 7100 9 GB UW SCSI D
DEC	1	FS-APV01-GG	AMERICAN PWR CO
DEC	1	FS-HEW01-79	HEWLETT PACKARD
DEC	1	HSD10-BF	DSSI CONTROLLER
DEC	1	KDDB-AF	DSSI CONT VAX 4000-600
DEC	1	KZPAA-AA	PCI-SCSI HOST B
DEC	1	KZQSA	TLZ04/RRD40
DEC	10	LA 75-A2	LA 75 PARALLEL PRINTER
DEC	1	LA210-AA	LA210 LTR PTR R
DEC	26	LN17	LASER PRINTER
DEC	1	LXY12-DA	300 LPM PR/PLT
DEC	1	MS200-AA	2 MEG MEMORY AD
DEC	1	MS200-BA	4MEG MEMORY ADD
DEC	1	MS220-BA	DEC 64 MB ECC MEMORY
DEC	4	MS44-DC	MEMORY UPGRADE
DEC	1	MS44L-BA	8MB PAR MEM (2
DEC	1	MS451-CA	8MB PARITY MEM
DEC	1	MS62A-AB	32MB ECC MEMORY
DEC	4	MS650-AA	8MB ECC MEM MVA
DEC	1	MS650-BA	16MB ECC MEM MV
DEC	1	MV3100-85	MICROVAX 3100-M85
DEC	7	PACOM4FE	DEC CPU COMPONENT
DEC	1	PB2CA-AA	32-BIT ETHERNET
DEC	1	PBXR-CA	DEC ALPHA SERVER CDROM DRIVE
DEC	1	RRD42-FC	600MB CDROM VAX
DEC	3	RT220-DA	VT220 NEMA12 12
DEC	1	RZ1CB-VW	DEC ALPHA SERVER 1200 5/533
DEC	1	RZ1DB-VW	DEC ALPHA SERVER 1200 5/533
DEC	2	RZ1DD-VW	DEC ALPHA SERVER 1200 5/533
DEC	2	RZ1ED-VW	DEC ALPHA SERVER 1200 5/533
DEC	1	RZ24L-EJ	245MB 3.5DISK
DEC	1	RZ25-EN	426MB 3.5IN DISK
DEC	1	RZ25L-EM	535MB 3.5DSK:F
DEC	6	RZ28-VA	2.1 GB DISK
DEC	1	SEADB-RA	INFOSERVER 1000
DEC	2	T6180	TALLY PRINTER
DEC	2	TSZ07-CA	1600/6250 TAPE
DEC	1	TZ85-TA	2.6GBF SCSI TAB
DEC	1	TZ87-TA	20GB SCSI TAPE DRIVE
DEC	1	TZ88	Tape Drive (single unit) for DEC ALPHA 4100 Server w/ Serial # NI638038QL
DEC	1	TZ89N	DEC ALPHA SERVER 1200 5/533
DEC	1	VT220-A2	DEC VT220 TERMINAL
DELL	1	2200 SMS	DELL POWEREDGE 2200 SERVER
DELL	3	3300	SUPERSTACK II SWITCH 3300
DELL	2	81WXV	PENTIUM PC
DELL	1	AMS	DELL POWEREDGE SCALABLE DISK SYSTEM
DELL	1	DDS-3	8 MM SCSI TAPE BACKUP - POWEREDGE 4200/6107

DELL	6	DIMENSION 400	COMPUTER (CPU)
DELL	1	DX4100	DX4100
DELL	22	GX1/M+	PC
DELL	1	INSPIRON 7500	LAP-TOP PC SYSTEM
DELL	2	KVM SWITCH	KVM
DELL	6	LAT LM/M166ST	PC LAPTOP
DELL	6	Latitude C-600	LAP-TOP PC SYSTEM
DELL	4	Latitude C-800	LAP-TOP PC SYSTEM
DELL	2	MONITOR	MONITOR
DELL	1	P91	DELL ULTRASCAN 800HS 15IN COLOR MONITOR
DELL	6	POWERAPP WEB120	SERVER
DELL	2	POWEREDGE 1300	SERVER
DELL	5	POWEREDGE 1400	SERVER
DELL	4	POWEREDGE 1550	SERVER
DELL	6	POWEREDGE 1650	SERVER
DELL	4	POWEREDGE 1750	SERVER
DELL	2	POWEREDGE 2100	SERVER
DELL	8	POWEREDGE 2300	SERVER
DELL	18	POWEREDGE 2400	SERVER
DELL	11	POWEREDGE 2500	SERVER
DELL	30	POWEREDGE 2550	SERVER
DELL	7	POWEREDGE 2650	SERVER
DELL	5	POWEREDGE 4100	SERVER
DELL	5	POWEREDGE 4200	SERVER
DELL	8	POWEREDGE 4300	SERVER
DELL	26	POWEREDGE 4400	SERVER
DELL	7	POWEREDGE 6100	SERVER
DELL	11	POWEREDGE 6300	SERVER
DELL	4	POWEREDGE 6350	SERVER
DELL	3	POWEREDGE 6400	SERVER
DELL	15	POWEREDGE 6450	SERVER
DELL	3	POWEREDGE 6650	SERVER
DELL	2	POWEREDGE 8450	SERVER
DELL	1	RACK ASSEMBLY	
DELL	2	SDS 100	DELL SERVER POWEREDGE SDS 100
DELL	2	SU3000RMNET	SMART-UPS 3000
DELL	1	TRINTRON	19 INCH TRINITRON MONITOR
DIGITAL	2	LA210	PRINTER
DIGITAL	6	LN17 PS +	LASER PRINTER
DIGITAL	1	PB74B-FA	ALPHASERVER 1000A 4/266
DIGITAL	2	PRIORIS HX 590	NETWORK SWITCH
DLT/ADIC	1	VLSDLT300	DLT TAPE DRIVE
EPSON	5	C84	EPSON STYLUS C84
EPSON	4	EIP5100	PROJECTOR
EPSON	1	LQ1070	PRINTER
EPSON	1	P12PA	PRINTER
EPSON	1	PRO 9000	STYLUS PRO 9000
EPSON	1	STYLUS 1500	EPSON STYLUS 1500 PRINTER
EPSON	1	STYLUS 1520	EPSON STYLUS COLOR 1520
EPSON	9	STYLUS 740	EPSON STYLUS 740 COLOR PRINTER
FMC CORPORATION	1	JOGGER	TJ-2 8 Pocket Tilt Rack Jogger
FUJI	1	FM3093ES	FUJI SCANNER M3

FUJITSU	2	M3097DG	SCANNER
FUJITSU	1	M3099EH	SCANNER
GATEWAY	15	1572	15IN MONITOR
GATEWAY	18	3500695	SOLO 2550
GATEWAY	2	6400	GATEWAY SERVER 6400
GATEWAY	2	7200	GATEWAY 7200 SERVER
GATEWAY	2	7210	GATEWAY 7210 SERVER
GATEWAY	1	7400	GATEWAY 7400 SERVER
GATEWAY	50	900-E3000	GATEWAY E-3000 PC
GATEWAY	98	900-G6300	GATEWAY G6-300 PC
GATEWAY	16	900-G6400	GATEWAY G6-400 PC SYSTEM
GATEWAY	4	930C	SERVER
GATEWAY	36	A-7400	SERVER
GATEWAY	1	ALR7200	GATEWAY 7200 SERVER
GATEWAY	219	E-3400	COMPUTER
GATEWAY	138	EV500	VIVITRON 15 INCH MONITOR
GATEWAY	320	EV700	17 INCH MONITOR
GATEWAY	1	GP6-400	GP6-400 PC SYSTEM
GATEWAY	5	GP7-500	GP7-500 PC SYSTEM
GATEWAY	11	GP7-700	PENTIUM III PC
GATEWAY	1	GP7-733	PENTIUM III PC
GATEWAY	10	GP7I-800	PENTIUM III PC
GATEWAY	5	GPV-866	PENTIUM III PC
GATEWAY	25	M1000	GATEWAY Professional M1000 PC
GATEWAY	19	P55C-200	PENTIUM PC
GATEWAY	1	SOLO2000	laptop
GATEWAY	1	VX700	17 INCH MONITOR
GATEWAY	1	VX720	17 INCH MONITOR
GATEWAY	2	VX900	VIVITRON 19 INCH MONITOR
HITACHI	1	4400001	DVD-RW
HP	739	2300	LASERJET 2300
HP	1	1100	LASER PRINTER
HP	1	1220	Printer
HP	1	1220C	HEWLETT PACKARD 1220C
HP	1	1300	PRINTER
HP	1	2000C	HEWLETT PACKARD 2000C
HP	1	2000DN	LASER PRINTER
HP	1	2100	LASER PRINTER
HP	7	2200XI (C2690A)	Printer
HP	11	33440A	LASERJET II
HP	6	33447A	LASERJET IID
HP	4	33449A	LASERJET IID
HP	1	33459A	LASERJET IIID
HP	6	33481A	LASERJET IIIP
HP	1	33491A	9100C FLATBED DIGITAL SENDER WITH ENET 50 PAGE ADF 10/100B
HP	1	3916A	PRINTER LASERJE
HP	4	4000N	LASERJET 4000N
HP	2	4050N	LASER PRINTER
HP	8	4100N	HEWLETT PACKARD 4100N
HP	5	4200N	Laserjet
HP	1	4500N	LASERJET 4500N
HP	1	4550DN	LASER PRINTER

HP	1	4MPLUS	HEWLETT PACKARD 4MPLUS
HP	1	6300	SCANJET 6300
HP	1	8100	LASER PRINTER
HP	3	810C	HP PRINTER
HP	23	8150N	PRINTER
HP	1	855Cxi	LASER PRINTER
HP	1	870CXI	PRINTER DESKJET
HP	4	890C	Printer
HP	7	895CXI	HP PRINTER
HP	4	950C	DESKJET 950C PRINTER
HP	1	960c	LASER PRINTER
HP	2	960CXI	Printer
HP	4	970 CXI	Printer
HP	1	990CXI	HEWLETT PACKARD 990CXI
HP	1	C1313A	9100C FLATBED DIGITAL SENDER WITH ENET 50 PAGE ADF 10BT
HP	3	C1316A	9100C FLATBED DIGITAL SENDER WITH ENET 50 PAGE ADF 10/100B
HP	3	C1579A	SURESTORE DLT40E W/TAPEASSURE 110-240V, SPA/ENG
HP	1	C1676A	PRINTER DESKJET
HP	13	C2001A	LASERJET 4
HP	9	C2003A	LASERJET 4L
HP	7	C2005A	LASERJET 4P
HP	1	C2009A	Printer
HP	5	C2011A	LASERJET 4SIMX
HP	72	C2037A	LASERJET 4+
HP	55	C2039A	LASERJET 4M+
HP	3	C2106A	DESKJET 500
HP	3	C2170A	PRINTER DESKJET
HP	1	C2184A	DESKJET 600
HP	2	C2520B	SCANJET 4C
HP	2	C2680A	1120CXI PRINTER
HP	5	C2685A	2500 CM PRINTER
HP	1	C2693A	DESKJET 1220C
HP	4	C2951A	7110 OFFICEJET PRINTER/FAX/SCANNER/COPIER
HP	23	C3150A	LASERJET 5P
HP	5	C3152A	LASERJET 5N
HP	6	C3155A	LASERJET 5MP
HP	50	C3166A	LASERJET 5SI
HP	7	C3167A	LASERJET 5SIMX
HP	2	C3541A	DESKJET 1600CM
HP	46	C3916A	LASERJET 5
HP	21	C3917A	LASERJET 5M
HP	218	C3952A	LASERJET 5N
HP	1	C3960A	COLOR LASERJET 65IMX
HP	13	C3980A	LASERJET 6P
HP	4	C3982A	LASERJET 6MP
HP	1	C3990A	LASERJET 6L
HP	4	C3996A	LASERJET 6LXI
HP	1	C4085A	LASERJET 8000 SERIES
HP	9	C4086A	LASERJET 8000 N PRINTER
HP	3	C4087A	8000DN, 1200DPI, ENET 24MB

HP	11	C4089A	COLOR LASERJET 4500N
HP	3	C4094A	COLOR LASERJET 4500DN
HP	2	C4096A	2200DN OFFICEJET PRINTER
HP	3	C4111A	LASERJET 5000N PRINTER
HP	4	C4118A	LASERJET 4000
HP	11	C4119A	LASERJET 4000T/TN
HP	9	C4120A	LASERJET 4000N
HP	32	C4121A	LASERJET 4000TN
HP	4	C4170A	LASERJET 2100 PRINTER
HP	2	C4176A	LASERJET 5SI COPIER
HP	1	C4212A	LASERJET 6 PSE
HP	1	C4213A	LASERJET 6P XI PRINTER
HP	7	C4215A	LASERJET 8100N PRINTER
HP	4	C4216A	LASERJET 8100DN
HP	6	C4224A	LASERJET 1100
HP	20	C4245A	LASERJET 4050TN
HP	4	C4252A	LASERJET 4050T
HP	14	C4253A	LASERJET 4050N
HP	15	C4254A	LASERJET 4050TN
HP	21	C4265A	LASERJET 8150
HP	3	C4266A	LASERJET 8150N
HP	9	C4267A	LASERJET 8150 SERIES
HP	1	C4284A	LASERJET 4050
HP	4	C44690	4200N LASERJET PRINTER
HP	3	C4530A	DESKJET 2000C
HP	1	C5190A	SCANNER
HP	5	C5870A	DESKJET 720C
HP	3	C5871A	DESKJET 772C
HP	1	C5876A	PRINTER
HP	1	C5901A	INKJET 2000CN
HP	1	C6270A	SCANJET ADF SCANNER
HP	1	C6410A	DESKJET 895CXI
HP	1	C6411A	DESK JET 810C
HP	3	C6429A	DESKJET 970CXI
HP	7	C6436D	CP1160TN INKJET
HP	6	C6734A	OFFICEJET G55XI
HP	1	C6740A	OFFICE JET 95 SCANNER/PRINTER/FAX/COPIER
HP	31	C7044A	LASERJET 1200
HP	1	C7052A	LASERJET 3200
HP	17	C7058A	LASERJET 2200D
HP	2	C7086A	LASERJET 4550N
HP	6	C7087A	LASERJET 4550N
HP	1	C7097A	COLOR LASERJET 8550N
HP	1	C7115A	1200 LASERJET PRINTER
HP	6	C7298A	D155XI OFFICEJET PRINTER/FAX/SCANNER/COPIER
HP	1	C7690B (5300C)	Scanner
HP	31	C8050A	LASERJET 4100N
HP	61	C8051A	LASERJET 4100TN
HP	6	C8068A	HP LASERJET 5000DN PRINTER
HP	6	C8085A	LASERJET 4100N
HP	10	C8112A#A2L	DESKJET 450CBI
HP	8	C8437A	PSC950XI

HP	2	C9657A#AB	HPLASERJET 5500DN
HP	1	C9662A	HP 4600DTN NETWORK PRINTER
HP	1	C9664A	LASERJET 4600N
HP	2	C9692A	COLOR LASERJET 4600N
HP	1	C9928A	SCANJET 5580 CXI
HP	1	COLOR PHASER 75	TEKTRONIX PHASER 750
HP	1	CT170A	PRINTER DESKJE
HP	3	D5000A	LH3 P2-400 128MB
HP	2	D5686T	KAYAK XU PII 450
HP	41	D6725T	KAYAK XA SERIES
HP	2	D6727T	KAYAK XA SERIES
HP	4	D8540A	LXR-8500 NETSERVER
HP	2	DESKJET 500	PRINTER
HP	1	DESKJET 500C	PRINTER
HP	2	DESKJET 540	PRINTER
HP	1	DESKJET 890C	PRINTER
HP	7	DESKJET 895CXI	PRINTER
HP	1	DESKJET III	PRINTER
HP	5	F1462NT	OMNIBOOK 4100
HP	1	HP 1500Q	LINE PRINTER
HP	1	HP 4050N	LASER PRINTER
HP	1	HP 8000N	LASER PRINTER
HP	4	HP 8150N	LASER PRINTER
HP	1	HP LJ3	LASER PRINTER
HP	1	HP LJ4	LASER PRINTER
HP	1	HP LJ4SI	LASER PRINTER
HP	3	HP LJ5M	LASER PRINTER
HP	1	HP PROLIANT DL380	SPS DEVELOPMENT SERVER
HP	4	HP/Compaq Part # 197819-B21	IBM AIX HOST BUS ADAPTOR CARD
HP	1	HP1050C	LASER PRINTER
HP	33	HP4000	HP4000
HP	29	HP4050	HP
HP	14	HP4100	HP4100
HP	11	HP4100TN	HP4100
HP	10	HP4200TN	LASERJET
HP	4	HP4500	HP4500
HP	1	HP4500TN	Laserjet
HP	1	HP4600	LASER PRINTER
HP	1	HP4600DN	HP4600_C8
HP	1	HP5500DN	Trenton
HP	1	HP5C	HP5COLOR_BT4
HP	7	HP-71	HP 17IN MONITOR
HP	16	HP8150N	LASER PRINTER
HP	1	HPC7715A	HP SCANJET 7450C SCANNER
HP	2	J1474A	KVM SWITCH
HP	1	J4169A	COLOR LASERJET 4550 DN
HP	1	LASER JET 4	Printer
HP	2	LASERJET 2200DT	HP LASERJET 2200DTN
HP	2	LASERJET 2300	LASERJET 2300
HP	1	LASERJET 3	PRINTER
HP	17	LASERJET 4+	LASERPRINTER
HP	11	LASERJET 4000N	PRINTER

HP	4	LASERJET 4050TN	LASERJET 4050TN
HP	2	LASERJET 4200n	LASERJET 4200n
HP	5	LASERJET 4L	PRINTER
HP	2	LASERJET 4M+	LASERJET 4M+
HP	1	LASERJET 4SI	Printer
HP	1	LASERJET 4SIMX	LASERJET 4SIMX
HP	3	LASERJET 5	PRINTER
HP	1	LASERJET 5 SIMX	LASERPRINTER
HP	1	LASERJET 5500DN	HP COLOR LASERJET 5500DN
HP	1	LASERJET 5MP	LASERJET 5MP
HP	1	LASERJET 5N	LASERJET 5N
HP	2	LASERJET 5N	LASERPRINTER
HP	3	LASERJET 5P	LASERPRINTER
HP	1	LASERJET 5SIMX	LASERJET 5SIMX
HP	2	LASERJET 6P	LASERJET 6P
HP	7	LASERJET 8000 DN	LASERPRINTER
HP	6	LASERJET 8150	HP PRINTER
HP	1	LASERJET 8150DN	LASERJET 8150DN
HP	1	NETSERVER LH3	NETSERVER LH3
HP	1	NETSERVER LH4	NETSERVER LH4
HP	2	P1800A	HP NetServer LC 2000 Dual P3-866 1152MB
HP	2	SCANJET 6350CXI	SCANNER
IBM	110	2381-001	PRINTER
IBM	212	2381-002	PRINTER PLUS
IBM	109	2381-003	PRINTER PLUS
IBM	18	2391-001	PRINTER
IBM	35	2391-002	PRINTER
IBM	228	2391-003	PRINTER
IBM	1	3130	LASER PRINTER
IBM	2	3151-310	ASYNCHRONOUS TERMINAL
IBM	5	3174	CONTROLLER
IBM	2	3174-01L	SUBSYSTEM CONTROL UNIT
IBM	24	3174-01R	CONTROLLER 32 PORT
IBM	1	3174-03R	CONTROLLER
IBM	4	3174-11L	ESTABLISHMENT CONTROLLER
IBM	25	3174-11R	CONTROLLER 32 PORT
IBM	1	3174-13R	CONTROLLER
IBM	7	3174-23R	CONTROLLER
IBM	23	3174-51R	CONTROLLER 16 PORT
IBM	50	3174-61R	CONTROLLER 16 PORT
IBM	19	3174-81R	CONTROLLER 8 PORT
IBM	109	3174-91R	CONTROLLER 8 PORT
IBM	1	3179-100	TERMINAL
IBM	2	3262-003	PRINTER
IBM	2	3274-4K	CONTROL UNIT
IBM	2	3274-A41	CONTROL UNIT
IBM	1	3274-C31	CONTROL UNIT
IBM	1	3274-D41	CONTROL UNIT
IBM	1	3276-12	CONTROLLER
IBM	1	3287	PRINTER
IBM	2	3290-220	INFORMATION PANEL
IBM	5	3299-001	TERMINAL MULTIPLEXER

IBM	21	3299-002	MULTIPLEXER
IBM	2	3299-032	TERMINAL MULTIPLEXER
IBM	1	3422-A01	9 Track Tape Drive Unit (used w/ AS400 Processor)
IBM	1	3472-HC1	DISPLAY
IBM	3	3476	INFOWINDOW DISPLAY
IBM	1	3480-A22	MAG TAPE SUBSYSTEM
IBM	4	3480-B80	MAG TAPE SUBSYSTEMS
IBM	7	3490-C22	MAGNETIC TAPE SUBSYSTEM
IBM	4	3523-1RU	MANAGED HUB
IBM	3	3812-001	PAGE PRINTER
IBM	1	3916	PAGE PRINTER
IBM	1	4029	PRINTER
IBM	2	4224	LASER PRINTER
IBM	60	4224-201	PRINTER 200 CPS
IBM	3	4224-202	PRINTER 400 CPS
IBM	224	4230-201	PRINTER 200 CPS
IBM	138	4230-5S3	PRINTER 600 CPS
IBM	1	4232-302	PRINTER DOT MATRIX
IBM	2	4234-002	DOT BAND PRINTER
IBM	1	4245-001	PRINTER
IBM	1	4245-T12	PRINTER 1200 LPM
IBM	1	4317-001	PRINTER
IBM	5	4320-001	LASER PRINTER
IBM	11	5853-001	MODEM 2400 BPS
IBM	2	6262-002	PRINTER
IBM	1	6262-014	PRINTER
IBM	1	6400-008	PRINTER
IBM	1	6400-010	LINE MATRIX PRINTER
IBM	4	6400-012	PRINTER
IBM	5	6400-015	PRINTER
IBM	1	6412-A00	LINE MATRIX PRINTER
IBM	1	6607	DISK UNIT
IBM	1	7015	RS6000
IBM	3	7043-150	SERVER
IBM	2	7044-270	RS6000 CONTROL WORKSTATION
IBM	1	7133	SSA DSK SUBSYS
IBM	2	8221	1 PORT FIBER OPTIC CONVERTER (ANDREW)
IBM	4	8222	2 PORT FIBER OPTIC CONVERTER (ANDREW)
IBM	3	8228	MULTISTATION ACCESS UNIT
IBM	1	8228-001	MULTISTATION ACCESS UNIT
IBM	11	8239-001	TOKEN RING STACKABLE HUB
IBM	1	8270-4650	TOKEN RING SWITCH
IBM	1	8270-4658	TOKEN RING SWITCH
IBM	1	8270-800	TOKEN RING SWITCH
IBM	1	8557-045	PS/2 MODEL 57 SX
IBM	1	8652-21Y	NETWORK SERVER
IBM	4	8659-5RY	NETWORK SERVER
IBM	4	8680-8RY	NETWORK SERVER
IBM	1	9076-550	SP6000 With Only One Node w/ SN #020000275
IBM	1	9291	RS 6000 VOICE RESPONSE UNIT
IBM	4	9309-002	RACK ENCLOSURE
IBM	1	9331-011	8IN 1.2MB DISKETTE UNIT

IBM	3	9348-001	TAPE DRIVE
IBM	1	9402-200	AS/400 SYSTEM UNIT 16MB
IBM	1	9406-310	AS/400 PROCESSOR
IBM	1	9406-500	AS/400 PROCESSOR
IBM	5	INFOPRINT 32	LASER PRINTER
IBM	1	INFOPRINT21	PRINTER
IBM	1	NETFINITY 5600	SERVER
INFOCUS	2	LP290	PROJECTOR
INTEGRA	1	C420	TAPE CLEANER
INTEL	1	NETPORT	SERVER
JUDGE	4	JUDGE 133	PC PENTIUM 133 MHZ 12GB HD CL
KINTRONICS	1	CDVHDRA7218-100	CD TOWER
KODAK	2	2500D	SCANNER
Lexmark	6	1625 OPTRA S	PRINTER
Lexmark	1	2391 PLUS	PRINTER
Lexmark	47	2491-100	PRINTER
Lexmark	8	4039-10P	LASER PRINTER
Lexmark	2	4049-12L	OPTRA L PRINT
Lexmark	1	4049-15L	OPTRA LX PRIN
Lexmark	1	4049-16R	OPTRA RX PRIN
Lexmark	11	4049-LM0	LASER PRINTER
Lexmark	1	4049-RAO	LEXMARK OPTRA R PLUS
Lexmark	11	4049-RNO	LEXMARK LASER PRINTER
Lexmark	1	4059-185	OPTRA S 1855
Lexmark	5	4059-245	OPTRA S 2455
Lexmark	4	406941E	OPTRA T614PRINTER
Lexmark	9	4069-41N	OPTRA T614PRINTER
Lexmark	1	4090-RNO	PRINTER
Lexmark	1	4227-100	PRINTER
Lexmark	4	E312	LEXMARK E312
Lexmark	5	E322	LEXMARK E322
Lexmark	9	E323	LASER PRINTER
Lexmark	1	OPRTRA	LEXMARK OPTRA LXI
Lexmark	1	OPTRA 1200	PRINTER
Lexmark	1	OPTRA 45	OPTRA 45 COLOR LASER
Lexmark	1	OPTRA C	PRINTER
Lexmark	2	OPTRA C720N	PRINTER
Lexmark	1	OPTRA COLOR 120	LASER PRINTER
Lexmark	1	OPTRA LN240	PRINTER
Lexmark	1	OPTRA LX+	PRINTER
Lexmark	2	OPTRA LXN+	LASER PRINTER
Lexmark	29	OPTRA N	LASER PRINTER
Lexmark	1	OPTRA RT+	LASER PRINTER
Lexmark	1	OPTRA S	LASER PRINTER
Lexmark	1	OPTRA S 1250	LEXMARK OPTRA S1250 LASER
Lexmark	6	OPTRA S 1625	LASER PRINTER
Lexmark	5	OPTRA S 1650	LASER PRINTER
Lexmark	1	OPTRA S 1855	P68
Lexmark	46	OPTRA S 2455	LASER PRINTER
Lexmark	4	OPTRA S1625	LASER PRINTER
Lexmark	1	OPTRA S2455	LASER PRINTER
Lexmark	7	OPTRA SC 1275	LASER PRINTER

Lexmark	4	OPTRA T	LASER PRINTER
Lexmark	2	OPTRA T614N	LASER PRINTER
Lexmark	4	S1625	PRINTER
Lexmark	3	S1650	LASER PRINTER 16PPM
Lexmark	1	SC1275	LASER PRINTER
Lexmark	1	T-161	LEXMARK T-161 LASER PRINTER
Lexmark	1	T-616	SERVER
MEM/TEL	1	0078	CRT
MEM/TEL	19	0174-001	CONTROLLER
MEM/TEL	11	0274	CONTROLLER
MEM/TEL	17	02740C2	CONTROLLER
MEM/TEL	1	0276	CONTROLLER
MEM/TEL	43	0299	MULTIPLEXER
MEM/TEL	2	0476	DISPLAY CONTROLLER
Mem/Tel	29	076	Controller
Mem/Tel	28	078	12IN MONOCHROME DISPLAY
Mem/Tel	1	079	12IN COLOR DISPLAY
MEM/TEL	7	1174	CONTROLLER
MEM/TEL	1	11740XX	CONTROLLER
Mem/Tel	1	117415X	CONTROLLER
Mem/Tel	3	1174-15X	CONTROLLER
Mem/Tel	3	1174-15X-64	CONTROLLER (64 PORT)
Mem/Tel	15	1174-25S-128	CONTROLLER 128 PORT
Mem/Tel	5	1174-25S-64	CONTROLLER 64 PORT
Mem/Tel	2	1174-25S-96	CONTROLLER 96 PORT
MEM/TEL	3	1174-60R	CONTROLLER
MEM/TEL	1	1174-65R	CONTROLLER
Mem/Tel	102	1174-65R-18	CONTROLLER (18 PORT)
Mem/Tel	7	1174-65R-32	CONTROLLER (32 PORT)
Mem/Tel	85	1174-65R-9	CONTROLLER (9 PORT)
Mem/Tel	32	1174-65S-18	CONTROLLER (18 PORT)
Mem/Tel	9	1174-65S-32	CONTROLLER (32 PORT)
Mem/Tel	158	1174-65S-9	CONTROLLER (9 PORT)
Mem/Tel	33	1187	PRINTER
Mem/Tel	11	1191	MONITOR
Mem/Tel	31	1191A	12IN MONOCHROME DISPLAY
Mem/Tel	12	1191B	12IN MONOCHROME DISPLAY
Mem/Tel	1	1201	DOT MATRIX PNTR
Mem/Tel	7	1330	PRINTER
Mem/Tel	271	1330-X02	PRINTER
Mem/Tel	1	1387 DQA	DOT MATRIX PRINTER
Mem/Tel	35	1471	TERMINAL
Mem/Tel	3	1471-G	CRT
Mem/Tel	1	1474	MONITOR
Mem/Tel	54	1481	12IN MONOCHROME DISPLAY
Mem/Tel	3	1481A	DUMB TERMINAL
Mem/Tel	1	1481-G	CRT
Mem/Tel	17	1481X	DUMB TERMINAL
Mem/Tel	32	1483	COLOR MONITOR
Mem/Tel	1	1554	Terminal
Mem/Tel	7	174 001	8 PORT CONTROLLER
Mem/Tel	1	178	DISPLAY STATION

Mem/Tel	2	179	14IN COLOR DISPLAY
Mem/Tel	1	181	Printer
Mem/Tel	65	187	PRINTER
Mem/Tel	260	191	12IN MONOCHROME DISPLAY
Mem/Tel	6	191A	12IN MONOCHROME DISPLAY
Mem/Tel	24	191B	12IN MONOCHROME DISPLAY
Mem/Tel	35	201	PRINTER DOT MATRIX
Mem/Tel	30	274	CONTROLLER
Mem/Tel	1	287	PRINTER
Mem/Tel	134	287 0D2	PRINTER
Mem/Tel	9	387	PRINTER DOT MATRIX 18 PIN
Mem/Tel	3	7045	7045-16 COMPUTER (CPU)
Mem/Tel	1	7045D	COMPUTER (CPU)
Mem/Tel	1	7065F	COMPUTER (CPU)
Mem/Tel	9	78	CRT
Mem/Tel	3	79	CRT COLOR
Mem/Tel	2	8544-025	COMPUTER (CPU)
Mem/Tel	1	8590-33	COMPUTER (CPU)
Mem/Tel	1	CELERIA 266	COMPUTER (CPU)
Mem/Tel	5	M3349A	dot matrix printer
Mem/Tel	1	m3349b	DOT MATRIX PRINTER
MTX-VISARA	2	1174	CONTROLLER
NEMOMIX	1	4505	NEMOMIX CPU UPGRADE
NORTEL	3	BAYSTACK 350T	BAYSTACK 350T 10BASE T HUB
OKIDATA	1	393 PLUS	PRINTER
OKIDATA	1	MICROLINE 192	PRINTER
OKIDATA	1	ML184T (GE5256K)	Printer
OUTPUT TECH	3	850XLP100	PRINTER
PRINTRONIX	1	PTXP5215	LINE PRINTER
PROCOM TECHNOLOGY	1	CDT7-12X-2	PROCOM TECHNOLOGY 7 BAY CDROM
PROLIANT	1	5500	PROLIANT 5500
Proxima	1	2800	PROJECTOR
Proxima	1	DP5610	PROJECTOR
Proxima	1	DP6155	PROJECTOR
Proxima	2	LB20	PROXIMA LIGHBOOK LB20 VIDEO
Proxima	1	LS201	PROJECTOR
QUANTUM	1	2000	SNAP! ENT 10/100 SERVER
QUANTUM	1	DLT 7000	TAPE DRIVE
RICOH	5	IS450DE	SCANNER
ROSE ELECTRONICS	1	SPH8U	CONTROLLER
SONY	1	V505BCP7	VAIO LAP-TOP PC
SONY	1	V505BCP8	VAIO LAP-TOP PC
SONY	2	V505DC2P	VAIO LAP-TOP PC
SYNTRON	2	JOGGER	1J2-B
TALLY	4	T2155	DM PRINTER
TEKTRONIX	1	850N	LASER PRINTER
TEKTRONIX	1	PHASER 840	LASER PRINTER
Tektronix	1	Phaser 850	TEK850DX_5A9
TEXTRONIC	1	340 PHASER	PHASER
TOSHIBA	32	PS428U-0Q1570	TOSHIBA SATELLITE PRO 4280
TOSHIBA	10	PS460U-079KD1	TOSHIBA SATELLITE PRO 4600

UNISYS	4	BATTERY PACK	
UNISYS	1	D6/6 F516TX	COMPUTER (CPU)
UNISYS	8	UPS	UP-906
VDS	2	2000	COMPUTER (CPU)
VERILINK	1	4019	CSU
VICTORY ENTERPRISES TECHN	1	FLOPPY JUKE BOX	V3000
VISARA	501	1683-015	NETWORK STATION
VISARA	398	1683-15S	NETWORK STATION
VISARA	779	1683-E01	NETWORK STATION
VISARA	756	1683-E02	NETWORK STATION
VISARA	89	1783-015	NETWORK STATION
VISARA	1142	1883-015	NETWORK STATION
VISIONEER	8	FU61AD	ONE TOUCH 7500 UBS SCANNER
VISIONEER	5	FU62AD	ONE TOUCH 7500 UBS SCANNER
XEROX	2	4213-II	XEROX DESKTOP LASER PRINTERS
XEROX	5	4512	4512
Xerox	1	5750	XEROX DOCUCOLOR 5750 W/FIERY
XEROX	1	6200 PHASER	PRINTER
Xerox	9	850DP	Laser Printer
XEROX	1	C55MP	C55MP COLOR LASER PRINTER
XEROX	1	DC04	XEROX DOCUPRINT 4LP
Xerox	2	Docuprint N32	PRINTER
Xerox	1	Docuprint N4525	PRINTER
XEROX	1	N17	LASER PRINTER
Xerox	6	N24	LASER PRINTER
Xerox	11	N2825	LASER PRINTER
XEROX	30	N32	XEROX N32 LASER
XEROX	59	N3225	PRINTER
XEROX	32	N32CN	PRINTER
Xerox	3	N40	Laser Printer
Xerox	6	N4025	LASER PRINTER
Xerox	1	P790	LASER PRINTER
Xerox	5	P850	LASER PRINTER
XEROX	20	PHASER 5400	PRINTER
Xerox	1	Phaser 6200	PRINTER
XEROX	1	PHASER 7300	LASER PRINTER
Xerox	1	Phaser 850	PRINTER
Xerox	1	Phaser 860	PRINTER
XEROX	1	WC390	WORKCENTER 390
Xerox	1	XJ-EL400044	Sorter/Finisher XJ-EL400044
XEROX	1	XRX-4512	4512
XEROX	4	XRX-N2125	LASER PRINTER
XEROX	2	XRX-N2825	LASER PRINTER
TOTAL	11624		

ATTACHMENT 10 – BIDDER INFORMATION SHEET

Bid 06-X-38088 - Computer Hardware Maintenance – Global Statewide

BIDDER NAME:

PART ONE: Primary Bidder

Section 1: Company Profile

1. Complete company name, address and phone	
2. Complete Business Office, address and phone in New Jersey, if different.	
3. Contractor Liaison name, title, address, phone, fax and E-mail.	
4. Federal Employer ID number. _____	
5. What is your major type of business? _____ Total years in this business: _____ Total number of years providing maintenance services: _____ Total Full Time work force: _____ Percent of Total work force available to work on this contract: _____ Percent of Total work force located within New Jersey: _____	
6. Is your company incorporated in New Jersey? _____	
7. Is your company registered with the Secretary of State or the Division of Revenue to do business in New Jersey? _____ NOTE: You must be registered in order to receive a contract. Include a copy of its Business Registration Certificate with its proposal.	
8. Has your company, within the past five years defaulted on a contract, been suspended or debarred by the State, or been sued for failure to comply with contract terms, or filed for bankruptcy, or been protected under Chapter 11? _____ (if YES, explain further)	
9. How many projects similar in size and scope to this RFP has your company worked on during the past three years? _____	
10. Provide, as part of your proposal, a list of at least FIVE (5) business references, preferably public, including company name, address, contact name and phone, for whom you CURRENTLY perform on-site maintenance of a similar size and scope that you are bidding:	

ATTACHMENT 10 – BIDDER INFORMATION SHEET (cont'd)

BIDDER NAME:

PART ONE: Primary Bidder

Section 2: Employee Profile

NAME	Title	Total years of Industry Experience	Equipment Types Trained on

ATTACHMENT 10 – BIDDER INFORMATION SHEET (cont'd)

BIDDER NAME:

PART ONE: Primary Bidder

Section 3: Service Locations

1. List the addresses of all your service facilities which will provide coverage to the State.

2. Provide a summary, per location above, of the following:

LOCATION	HOURS OF OPERATION	TOTAL # OF STAFF	TOTAL CUSTOMER ENGINEERS

3. What is your average travel time from your service facilities to the nearest high density Computing Center(s)? (i.e. Atlantic City, Camden, Jersey City, Newark and Trenton)

ATTACHMENT 10 – BIDDER INFORMATION SHEET (cont'd)

BIDDER NAME:

PART ONE: Primary Bidder

**Section 3: Service Locations
(cont'd)**

4. Describe your current channels for acquiring parts for equipment listed in Attachment “9” for which you are bidding. Name dealers or parts suppliers as applicable.

5. List your current parts warehouse locations.

6. Describe how your company would escalate ongoing or difficult to diagnose problems.

7. Describe how your field engineers communicate with their support structure.

ATTACHMENT 10 – BIDDER INFORMATION SHEET

Bid 06-X-38088 - Computer Hardware Maintenance – Global Statewide

BIDDER NAME:

PART ONE: Primary Bidder

Section 4: OEM Relationships

1. How long has your company provided services for the OEM equipment types in Attachment 9 upon which you are bidding? _____

2. Are your field engineers trained or certified by the OEM? YES NO
If NO, explain how your company certifies your engineers to service OEM equipment:

3. Make a statement about each of the following and your internal handling of each area:

- a. Use of OEM Diagnostics

- b. Access to OEM Troubleshooting documentation

- c. Access to OEM Illustrated Parts Breakdown documentation

- d. Use of an OEM Technical Assistance Center, if required

- e. Access to OEM Parts Revision Data

- f. Access to OEM Engineering Change Orders

- g. Access to OEM Product Engineering Support, if required

ATTACHMENT 10 – BIDDER INFORMATION SHEET (cont'd)

Bid 06-X-38088 - Computer Hardware Maintenance – Global Statewide

BIDDER NAME:

PART ONE: Primary Bidder

Section 5: Customer Support

1. Bidder to provide the following Central Dispatch Center Information:

Address: _____

What are the hours and staffing of your Central Dispatch Center?

What is your toll free number for the Central Dispatch Center?

Would all State calls be placed to your Central Dispatch Center at the number above?

What is your company's internal method of responding to State service calls ?

ATTACHMENT 10 – BIDDER INFORMATION SHEET (cont'd)	
Bid 06-X-38088 - Computer Hardware Maintenance – Global Statewide	
Bidder Name:	
PART ONE: Primary Bidder	Section 5: Customer Support (cont'd)
<p>2. Do you have a central Customer Support Center different from above? If yes, Please provide the following information:</p> <p>Address: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>What are the hours and staffing of this Customer Support Center?</p> <p>What is your toll free number for this Customer Support Center?</p> <p>Would all State calls be placed to this Customer Support Center at the number above?</p> <p>What is your company's internal method of responding to State service calls ?</p>	
3. Can State agencies electronically log service calls?	
4. Can State agencies log in to the central dispatch system and monitor the status of calls on-line?	

ATTACHMENT 10 – BIDDER INFORMATION SHEET

Bid 06-X-38088 - Computer Hardware Maintenance – Global Statewide

BIDDER NAME:

PART ONE: Primary Bidder

Section 6: Subcontractors

NOTE: COMPLETE ONE SHEET PER SUBCONTRACTOR

1. Complete subcontractor company name, address and phone

2. Describe the company's organization. Include an organizational chart.

3. Federal Employer ID number. _____

4. What is your major type of business? _____
Total years in this business: _____
Total number of years providing maintenance services: _____
Total Full Time work force: _____
Percent of Total work force available to work on this contract: _____
Percent of Total work force located within New Jersey: _____

5. Is your company incorporated in New Jersey? _____

6. Is this company registered with the Division of Revenue to do business in New Jersey?

NOTE: The company must be registered in order to do work under a state contract.
Include a copy of its Business Registration Certificate with its proposal.

7. Has this company, within the past five years defaulted on a contract, been suspended or debarred by the State, or been sued for failure to comply with contract terms, or filed for bankruptcy, or been protected under Chapter 11? _____
(if YES, explain further)

8. How many projects similar in size and scope to this RFP has this company worked on during the past three years? _____

9. Provide, as part of your proposal, a list of at least FIVE (5) business references, preferably public, including company name, address, contact name and phone, for whom you CURRENTLY perform on-site maintenance of a similar size and scope that you are bidding:

ATTACHMENT 11- BIDDER PERSONNEL SUMMARY			
Bid # 06-X-38088 Global Computer Maintenance - Statewide			
Bidder Name:			
Summarize Personnel Totals/Data for Averages	Prime Contractor	All Subcontractors(*)	Contract Total
a. Total Number of Employees			
b. Number of employees available to this contract			
c. Average length of employment of "b" above			
EMPLOYEES AVAILABLE TO THIS CONTRACT:			
a. Service Managers			
b. Service Technicians			
c. Administrative personnel			
d. Customer Service Personnel			
e. Dispatch Personnel			
f. Contract Liaison (RFP 3.11.18)			
g. OTHER: Specify			
(*) List Sub Contractor Name(s): <div style="text-align: center;"> <hr/> <hr/> <hr/> </div>			
Use additional sheets if necessary.			

ATTACHMENT 12 – SAMPLE CUSTOMERS SUPPORT WEBSITE -HOME SCREEN

CUSTOMER SUPPORT WEBSITE

Main

User Requirements

Instructions

Contact Information

Logout

This page provides you the ability to place service calls, review current and review historical service calls.

What would you like to do?

- Place a Service Call
- Review Active Calls Summary
- Review Completed Service Calls
- Inquire on Historical Call Activity

If you need assistance using this system, please [contact us](#).

ATTACHMENT 12 – SAMPLE CUSTOMERS SUPPORT WEBSITE - CONTINUED –
PLACE A SERVICE CALL SCREEN

CUSTOMER SUPPORT WEBSITE

Main

User Requirements

Instructions

Contact Information

Logout

Place a Service Call

To place a hardware service call, enter the Serial Number for the piece of equipment and press the Search button. If an exact match is not in our database, you may have the opportunity to search for your device using alternative search criteria.

To search by alternative criteria, leave the Serial Number field blank and press the Search button to search by equipment type, equipment model, etc.

Serial # or Tag # _____

SEARCH

**ATTACHMENT 12 – SAMPLE CUSTOMERS SUPPORT WEBSITE - CONTINUED –
ACTIVE SERVICE CALLS SCREEN**

CUSTOMER SUPPORT WEBSITE

Main User Requirements Instructions Contact Information Logout

Active Service Calls

SO#	REC'D	TRACKING #	EQUIPMENT	MODEL	SERIAL#	STATUS	CITY
547968	Oct 27	6330	Bell Howell	2020D	P2725200193	In Process	Toms River
551606	Nov 5	6684	IBM 4230-201PR	4230-201	01GN937	In Process	Lawnside
552581	Nov 8	6805	Visara 1883-015	1883-015	M126087061	Dispatched	Camden
553179	Nov 11	6847	IBM/LEX 2391-00	2391-003	118A763	Ordered Part	Newton

If you need assistance using this system, please **contact us**.

**ATTACHMENT 12 – SAMPLE CUSTOMERS SUPPORT WEBSITE - CONTINUED –
COMPLETED SERVICE CALLS SCREEN**

CUSTOMER SUPPORT WEBSITE

Main User Requirements Instructions Contact Information Logout

Completed Service Calls

SO#	REC'D	COMPLETED	TRACKING #	EQUIPMENT	MODEL	SERIAL#	CITY
547968	Oct 27	Oct 31	6330	Bell Howell	2020D	P2725200193	Toms River
551606	Nov 5	Nov 6	6684	IBM 4230-201PR	4230-201	01GN937	Lawnside
552581	Nov 8	Nov 11	6805	Visara 1883-015	1883-015	M126087	Camden
553394	Nov 10	Nov 12	6892	MEM/TEL 1330	1330-C02	T004209764	Wanaque

If you need assistance using this system, please **contact us**.

APPENDIX 1- NJ STATE STANDARD TERMS AND CONDITIONS

STATE OF NEW JERSEY 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-I 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.

- 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. Commercial 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. In addition, the contractor shall carry excess coverage with the same terms and conditions as the primary underlying coverage in an amount such that the primary and excess coverage together equal or are greater than \$10,000,000. Said excess shall contain a clause stating that it takes effect in the event the primary coverage is impaired or exhausted. The above required Commercial General Liability Insurance policy 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 Commercial General Liability Insurance occurrence coverage forms 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 \$1,000,000 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.
- 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.

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 its 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 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.

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.

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.

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.
- 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.