



# Request for Proposal 08-X-36774

## For: Communication/Telecommunication Cable, Wire and Associated Products

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	September 19, 2007	End of Mandatory Pre-bid Conference
<b>Mandatory Pre-bid Conference</b> (Refer to <a href="#">RFP Section 1.3.3</a> for more important .)	September 19, 2007	10:00 AM
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	October 26, 2007	2:00 PM

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

Set-Aside	Status	Category
<b>Small Business</b> (Refer to <a href="#">RFP Section 4.4.2.2</a> for more information.)	<input type="checkbox"/> Not Applicable	<input checked="" type="checkbox"/> I
	<input checked="" type="checkbox"/> Partial Contract	<input checked="" type="checkbox"/> II
	<input type="checkbox"/> Subcontracting Only	<input checked="" type="checkbox"/> III

RFP Issued By

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Trenton, New Jersey 08625-0230

Using Agency/Agencies

State of New Jersey  
Cooperative Purchasing Members

Date: August 31, 2007

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## **NOTICE TO BIDDERS**

### **SET-ASIDE CONTRACTS N.J.S.A 52:32-17, N.J.A.C. 17:13, 12A:10**

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

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

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

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

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

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

TELEPHONE: 609-292-2146

## 1.0 INFORMATION FOR BIDDERS

### 1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the State of New Jersey ("State"). The purpose of this RFP is to solicit bid proposals from qualified bidders for the purchase of telecommunication cable, wire and associated products.

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

The State intends to award contracts to two (2) bidders for each line item. The State intends to award one (1) of the two (2) contracts for each product category to a small business under the New Jersey Small Business Set-Aside program, if possible. Bidders may bid on one (1) or more of the five (5) product categories.

This RFP is not intended to provide installation services or any other services with the exception of training covered in [Section 3.13](#). The State also intends to increase its use of the capabilities of the successful bidders' websites for product ordering, contract administration and management information.

The NJ Standard Terms and Conditions version 05 09 06 apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

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

### 1.2 BACKGROUND

The State and its various Cooperative Purchasing Members occupy numerous buildings that are equipped with and utilize structured cabling systems for the distribution of voice, data and video telecommunications. Initial installations, major renovations and large-scale maintenance projects can be contracted as part of building or facility specific RFPs and Department of Property Management & Construction (DPMC) projects and work orders.. A need exists for the provision of a contract vehicle that enables the purchase of cable and wiring equipment and supplies for the ongoing installation, testing, maintenance and repair of cabling and wiring additions. The State does not currently have an existing contract for the purchase of the equipment included in the scope of this RFP.

It should be noted that while State agencies are required to purchase goods and services from State contracts, Cooperative Purchasing Members have the option to purchase under State contracts, but are not required to do so. Cooperative Purchasing Members use State contracts at their discretion, depending on pricing, process needs, service levels, vendors, etc.

## 1.3 KEY EVENTS

### 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

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

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

The cut-off date for electronic questions and inquiries relating to this RFP is the end of the Mandatory Pre-bid Conference which is indicated on the cover sheet. Bidders should submit questions prior to the date of the Mandatory Pre-bid Conference to give the State enough time to prepare answers to the questions by the Bidders Conference. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

### 1.3.2 SUBMISSION OF BID PROPOSAL

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

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

**Directions to the Purchase Bureau can be found at the following web address:**  
<http://www.state.nj.us/treasury/purchase/directions.htm>.

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

Procedural inquiries on this RFP may be directed to [RFP.procedures@treas.state.nj.us](mailto:RFP.procedures@treas.state.nj.us) . The Purchase Bureau will not respond to substantive questions related to the RFP or any contract.

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

### 1.3.3 MANDATORY PRE-BID CONFERENCE

The date, time and location of the Mandatory Pre-Bid Conference is indicated on the cover sheet. The location of the Mandatory Pre-Bid Conference will be as follows:

Department of the Treasury-Division of Purchase and Property  
33 West State Street-9th Floor Bid Room  
Trenton, NJ 08625-0230

Directions to the Purchase Bureau can be found on the following website:

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

Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP.

#### **1.4 ADDITIONAL INFORMATION**

##### **1.4.1 ADDENDA: REVISIONS TO THIS RFP**

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

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

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

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

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

##### **1.4.2 BIDDER RESPONSIBILITY**

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

##### **1.4.3 COST LIABILITY**

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

##### **1.4.4 CONTENTS OF BID PROPOSAL**

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



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

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

#### **1.4.5 BID OPENING**

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

#### **1.4.6 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

#### **1.4.7 BID ERRORS**

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

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

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

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

Department of the Treasury  
Purchase Bureau, PO Box 230  
33 West State Street – 9<sup>th</sup> Floor  
Trenton, New Jersey 08625-0230

Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

#### 1.4.8 JOINT VENTURE

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

#### 1.5 PRICE LIST AND OR CATALOG PRICING

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

Preprinted price lists and/or catalogs may inadvertently have equipment, accessories and/or supplies listed that are not within the intent of this contract. Those items are not to be considered, sold or discussed as contract items with any using agency. Contractors selling those items as contract items will be held responsible as per [Section 5.13.3](#).

## 2.0 DEFINITIONS

### 2.1 GENERAL DEFINITIONS

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

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

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

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

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

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

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

**Director** – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** – The Division of Purchase and Property

**Evaluation Committee** – A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

**Firm Fixed Price** – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

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

**May** – Denotes that which is permissible, not mandatory.

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

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

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

**Should** – Denotes that which is recommended, not mandatory.

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

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

**State** – State of New Jersey.

**Subcontractor** – An entity having an arrangement with a State contractor, where the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

**Task** – A discrete unit of work to be performed.

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

## 2.2 CONTRACT SPECIFIC DEFINITIONS

**American National Standards Institute (ANSI)** – A voluntary membership organization (run with private funding) that develops national consensus standards for a wide variety of devices and procedures.

**Backbone** – A cable connection between telecommunication or wiring closets, floor distribution terminals, entrance facilities, and equipment rooms either within or between buildings. In star networks, the backbone cable interconnects hubs and similar devices, as opposed to cables running between the hub and stations.

**Bel** – Unit of measure of ratios, such as power levels and voltage levels. It is mostly used in telecommunication, electronics, and acoustics. The Bel was too large for everyday use, so the decibel (dB), equal to 0.1 Bel (B), became more commonly used. The Bel is still used to represent noise power levels in hard drive specifications.

**Cable** – A group of insulated conductors enclosed within a common jacket. Cable is the medium through which information usually moves from one network device to another. There are several types of cable which are commonly used with LANs. In some cases, a network will utilize only one type of cable, other networks will use a variety of cable types. The type of cable chosen for a network is related to the network's topology, protocol, and size. The types of cables used in networks are Twisted Pair (Copper) Cable, Coaxial Cable and Fiber Optic Cable.

**Coaxial cable** – is an electrical cable consisting of a round conducting wire, surrounded by an insulating spacer, surrounded by a cylindrical conducting sheath, usually surrounded by a final insulating layer.

**COMEX (Commodities Exchange of New York)** - A division of the New York Mercantile Exchange (NYMEX). Formerly known as the Commodity Exchange, COMEX is the leading US market for metals futures and options trading.

**Conduit** – A rigid or flexible metallic or nonmetallic raceway of circular cross section in which cables are housed for protection and to prevent burning cable from spreading flames or smoke in the event of a fire.

**Core** – The central region of an optical fiber through which light is transmitted.

**Crosstalk (XT)** -In electronics, the term crosstalk means any phenomenon by which a signal transmitted on one circuit or channel of a transmission system creates an undesired effect in another circuit or channel.

**Customer Premises** - Buildings, offices, and other structures under the control of a telecommunications customer.

**dB (Decibel)** - A unit for measuring the relative strength of a signal. Decibel is usually expressed as the logarithmic ratio of the strength of an output signal to the strength of the input signal. A decibel is one tenth of a "Bel".

**Dispersion** - The phenomenon in an optical fiber whereby light photons arrive at a distant point in different phase than they entered the fiber. Dispersion causes received signal distortion that ultimately limits the bandwidth and usable length of the fiber cable. The two major types of dispersion are 1) mode (or modal) dispersion caused by differential optical path lengths in a multimode fiber, and 2) material dispersion caused by differing transmission times of different wavelengths of light in the fiber optic material.

**Electromagnetic Interference (EMI)** - electromagnetic radiation which is emitted by electrical circuits carrying rapidly changing signals, as a by-product of their normal operation, and which causes unwanted signals (interference or noise) to be induced in other circuits. This interrupts, obstructs, or otherwise degrades or limits the effective performance of those other circuits.

**Electronic Industry Alliance (EIA)** - An association of manufacturers and users that establishes standards and publishes test methodologies in major technical areas: electronic components, consumer electronics, telecommunications, electronic information, and Internet security.

**Equipment Room** - An enclosed area housing telecommunications and network equipment, distinguished from the telecommunications or wiring closet by its increased complexity and presence of active equipment.

**Ethernet** - A local area network (LAN) protocol defined in the IEEE 802.3 standard in which computers access the network through a Carrier Sense Multiple Access / Collision Detect (CSMA/CD) protocol.

**Fiber Optics** - The technology in which communication signals in the form of modulated light beams are transmitted over a glass fiber transmission medium. Fiber optic technology offers high bandwidth, small space needs and protection from electromagnetic interference, eavesdropping and radioactivity.

**IEEE 802.3** - The IEEE standards defining Ethernet networks.

**Institute of Electrical and Electronics Engineers (IEEE)** - A professional organization and standards body that sponsors technical conferences, symposia and local meetings worldwide, publishes nearly 25% of the world's technical papers in electrical, electronics and computer engineering and computer science, provides educational programs for its members and promotes standardization. IEEE Project 802 is the group within IEEE responsible for LAN technology standards.

**Jacket** - The outer protective covering of a cable.

**Light Emitting Diode (LED)** - A semiconductor diode which emits incoherent light when a current is passed through it. Used as a light source in fiber optic transmission.

**Market Basket** – A selection of specifically chosen products to be used for price comparison.

**Media** - Wire, cable, or conductors used for transmission of signals.

**Mode** - A single electromagnetic wave traveling in an optical fiber.

**Multimode Fiber (MMF or MM Fiber)** - A fiber optic cable that supports the propagation of multiple modes. Multimode fiber may have a typical core diameter of 50 to 100  $\mu\text{m}$  with a refractive index that is graded or stepped. It allows the use of inexpensive LED light sources and connector alignment, and coupling is less critical than single mode fiber. Distances of transmission and transmission bandwidth are less than with single mode fiber due to dispersion.

**Optical Fiber** - A thin glass or plastic filament used for the transmission of information via light signals. The signal-carrying part of a fiber optic cable.

**Optical Fiber Cable** - An assembly consisting of one or more optical fibers.

**Pathway** - A facility for the placement of telecommunication or networking cables.

**Raceway** - Any channel designated for holding wires or cables. Raceways may be metallic or nonmetallic and may totally or partially enclose the wiring, e.g. conduit, cable trough, cellular floor, electrical metallic tubing, sleeves, slots, under floor raceways, surface raceways, lighting fixture raceways, wire ways, bus ways, auxiliary gutters, and ventilated flexible cableways.

**RMA (Return Merchandise Authorization)** - A numbered authorization provided by a merchant to permit the return of a product.

**SC Connector** - A fiber optic connector having a 2.5mm ferrule, push-pull latching mechanism, and the ability to be snapped together to form duplex and multi-fiber connectors. SC connectors are the preferred fiber optic cable for premises cabling, and are recommended by the TIA/EIA-568-A standard for structured cabling. Used with Ethernet 100Base-FX and 1000Base-LX/SX fiber optic media systems.

**Shielded twisted pair (STP)** – cabling that includes metal shielding over each individual pair of copper wires. This type of shielding protects cable from external EMI (electromagnetic interferences).

**Single Mode Fiber (SMF or SM fiber)** - An optical fiber that will allow only one mode to propagate. The fiber has a very small core diameter of approximately 8  $\mu\text{m}$ . It permits signal transmission at extremely high bandwidth and allows very long transmission distances.

**TIA (Telecommunications Industry Association)** – TIA represents providers of information and communications technology products and services for the global marketplace through its core competencies in standards development, domestic and international policy advocacy, and facilitating member business opportunities. This body authored the TIA/EIA 568-A "Commercial Building Telecommunications Wiring Standard" in conjunction with EIA.

**Twisted pair cable**- Common form of wiring in which two conductors are wound around each other for the purpose of canceling out electromagnetic interference which can cause crosstalk.

**Unshielded twisted pair (UTP)** - Normal telephone wires used in the USA. UTP may be used for computer to computer communications, e.g. using a version of Ethernet or LocalTalk and is less expensive than standard "full-specification" Ethernet cable. UTP comes in seven "categories":

<u>Cat..</u>	<u>Wires</u>	<u>Transmission Speed</u>
1	two	voice no data (telephone cable)
2	four	data up to 4 Mbps
3	four	data up to 10 Mbps
4	four	data up to 16 Mbps
5	four	data up to 100 Mbps
6	four	data up to 250 Mbps
7	four	data up to 350 Mbps

**Wavelength** - The distance between successive peaks or nodes of a wave.

### 3.0 SCOPE OF WORK

#### 3.1 OVERVIEW

For purposes of this RFP, the equipment and training included within the scope of this RFP have been separated into five categories. The contracts resulting from this RFP will include the following products and services:

- Product Category One – Cable and Wire Products
  - Copper Cable – Voice and Data
  - Fiber Optic Cable
  - Coaxial Cable
  - Other similar types of cable
- Product Category Two – Cable Associated Hardware
  - Cable Management Products and Accessories
  - Termination Products and Accessories
  - Cable Pathway Support Systems
  - Grounding Products
  - Rack and Cable Systems Enclosures and Accessories
  - Power Protection
- Product Category Three – Test Equipment
- Product Category Four – Tools
- Product Category Five – Training

Categories shall include the following:

1. Product Category One shall include the contractor's entire range of copper and fiber cable associated with voice and data cabling systems. This range shall include all cable typically in a communications product supply catalog. Categories of products shall include, but not be limited to, Copper Cable for Voice and Data, Fiber Optic Cable, Coaxial Cable and Other similar types of cable.
2. Product Category Two shall include the contractor's entire range of products associated with voice and data cabling systems. This range shall include all items typically in a telecommunications product supply catalog. Categories of products shall include, but not be limited to, Cable Management Products, Cross Connect Systems, Cabinets and Racks, Termination Products and Accessories, Patch Panels/Patch Cords, Fiber Optic Products and Delivery Systems.
3. Product Category Three shall include the contractor's entire range of testing products associated with voice and data cabling systems. This range shall include all testing items typically in a telecommunications product supply catalog.
4. Product Category Four shall include the contractor's entire range of tools associated with voice and data cabling systems. This range shall include all tools typically in a telecommunications product supply catalog.
5. Product Category Five shall include certification training courses associated with voice and data cabling systems. This range must include, at a minimum, fiber and copper cable warranty maintenance, and fiber fusion splicing ([See Section 3.13](#)).



All products to be supplied must be of new manufacture and shall be guaranteed as standard new products. All products must be the latest model of regular stock product and current production with no attachment or part that has been substituted or applied contrary to the manufacturer's recommendations and standard practice. The State will not accept refurbished, retrofitted or customized products. All product delivered must:

- Include the most recent design changes from the manufacturer
- Not be experimental or unannounced to the general market

### 3.2 STANDARDS

All equipment shall conform to all current Federal, State and Local laws, regulations and codes. It must meet the National Electrical Codes (NEC), be Underwriters Laboratory (UL) approved and comply with the Americans with Disability Act (ADA). Contractors shall propose Structured Cabling Equipment that meets or exceeds all aspects of the industry accepted standards and any State policies and procedures that may be developed. At a minimum, the contractor must be familiar with and adhere to the following ANSI/TIA/EIA standards:

<b>Standard</b>	<b>Description</b>
ANSI/TIA/EIA 568-B.1	Commercial Building Telecom Cabling
ANSI/TIA/EIA 568-B.1-1	Propagation Delay and Delay Skew Specifications for 100 ohm 4-Pair Cable
ANSI/TIA/EIA 568-B.1-2	Corrections and additions to TIA/EIA-568-A
ANSI/TIA/EIA 568-B.1-4	Production Modular Cord NEXT Loss Test Method and Requirements for Unshielded Twisted Pair Cabling
ANSI/TIA/EIA 568-B.1-5	Transmission Performance Specifications for 4-Pair 100 ohm Category 5E Cabling
ANSI/TIA/EIA 569-A	Commercial Building Standard for Telecommunications Pathways and Spaces
ANSI/TIA/EIA 606	The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
ANSI/TIA/EIA 607	Commercial Building Grounding and Bonding Requirements for Telecommunications
ANSI/TIA/EIA 536-14A OFSTP-14A	Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant
ANSI/TIA/EIA 526-7 OFSTP-7	Optical Power Loss Measurements of Installed Single mode Fiber Cable Plant
ANSI/TIA/EIA TSB 67	Transmission Performance Specifications for Field Testing of Unshielded Twisted Pair Cabling Systems
ANSI/TIA/EIA TSB 72	Centralized Optical Fiber Cabling
ANSI/TIA/EIA TSB 75	Additional Horizontal Cabling Practices for Open Offices
ANSI/TIA/EIA TSB 95	Additional Transmission Guidelines for 4-Pair 100 ohm Category 5 Cabling
IEEE 802.x	All associated standards for LAN, MAN, Broadband LAN, Wireless PAN, Wireless LAN, Wireless WAN, Fiber Optic LAN, LAN and WAN Test Methodology
BICSI	Telecommunications Distribution Manual
FCC	FCC Title 47; Part 15; Part 68
NFPA	NFPA-70 National Electric Code

NFPA	NFPA-75 Protection of Electric Computer Equipment
NEC	Article 800 Communications Circuits
IEEE	802.3
IEEE	802.5
OSHA @9 CFR 1926/1910	Safety and Health Standards
UL	Underwriters Laboratory

### 3.3 SHIPPING AND HANDLING

All shipments made under the terms of this contract shall be Free on Board (FOB) to the location identified on the purchase order. Deliveries shall be made to the appropriate location during business hours (8:00 AM to 5:00 PM ET Monday through Friday, excluding State holidays) on regular business days unless other arrangements have been made with the Using Agency. All items purchased shall be shipped within five (5) calendar days after the order is received, unless the item is on backorder.

Product backorders shall be communicated to the Using Agency at the time the purchase is confirmed. All backorders must be filled and shipped promptly upon receipt of inventory. Orders shall include all shipping and handling charges for standard ground transportation delivery in the pricing of the equipment. No additional freight charges will be paid by the Using Agencies over the contract price unless specifically requested by the Using Agency. In this case, the Using Agency must provide the contractor with the expedited delivery contract number when requesting transportation other than standard ground.

In addition to the above regular delivery requirement, it is recognized that the Using Agencies may have emergencies requiring immediate delivery. The contractor shall be capable of providing twenty-four (24) or forty-eight (48) hour emergency delivery service as required by the Using Agency. The Using Agencies will have the option of having materials delivered or picked up at the contractor's location. A surcharge of 1% of the order, not to exceed \$ 50.00 may be charged for emergency delivery service when requested by an agency.

All materials must be delivered to the Using Agency in a first class, undamaged condition. The Using Agencies reserves the right to reject any product which is damaged or in an otherwise unacceptable condition. All charges, including cost of returning the product, incurred due to unacceptable delivery shall be the full responsibility of the contractor.

### 3.4 CONTRACTOR WEBSITE

After contract award, each contractor must provide a website Using Agencies will use to obtain price quotations. The contractor must have the website established and operating within thirty (30) calendar days after contract award. The contractor must provide the web address to the Purchase Bureau when operational. Failure to do so may result in the cancellation of the contract.

The website must be able to search for the items included within the scope of this RFP. The website must have the capability to search by the following descriptions:

- Manufacturer/Brand Name
- Manufacturer Part Number
- Distributor Part Number (if applicable)
- Product Description

The contractor's website must have an uptime of 99% during the hours of 7:00 AM to 6:00 PM ET, Monday through Friday. Three (3) severe outages, defined as the unavailability of the website for price quotation for more than two (2) continuous hours, during a consecutive sixty (60) day period may be

grounds for the State to terminate the contract. All website maintenance shall be performed outside of the hours of 7:00 AM to 6:00 PM ET, Monday through Friday.

The contractor website must only include the awarded contract price list. The posted price list shall include the date of the awarded price list, discount rate awarded and the discounted (net) State contract price for all products and services under contract. Pricing must be approved by the Purchase Bureau prior to posting. A contractor including products on its website that are not covered under the contract may be subject to contract cancellation.

Each contractor’s website shall be subject to audits by the DPP, Contract Compliance and Audit Unit (CCAU). These audits will be conducted at random and without notification to ensure that the website content is within the terms of the contract. In accordance with Section 3.19 of the NJ Standard Terms and Conditions version 05 09 06, the contractor is required to make all required additional records available for the purpose of this audit.

### 3.5 WARRANTY REQUIREMENTS

The contractor shall provide warranty of products and services as follows:

Warranty Service Level Requirements		
Hardware Category	Term	Other Requirements
Cable & Wire Products	Manufacturer’s standard warranty (One (1) year minimum)	Eligible for manufacturer’s extended warranty plans for a minimum of twenty (20) years
Cable Associated Hardware	Manufacturer’s standard warranty (One (1) year minimum)	Eligible for manufacturer’s extended warranty plans for a minimum of five (5) years
Test Equipment	Manufacturer’s standard warranty (One (1) year minimum)	Eligible for manufacturer’s extended warranty plans for a minimum of five (5) years
Tools	Manufacturer’s standard warranty (One (1) year minimum)	Eligible for manufacturer’s extended warranty plans for a minimum of five (5) years

All structured cabling equipment Product Categories One ([see Section 3.1](#)), shall carry the manufacturer’s standard warranty and must be eligible for manufacturers extended warranty plans for a minimum of twenty (20) years (See Schedule A). The warranty and/or guarantee documents shall accompany the equipment when delivered. Any equipment to be replaced must be new and the same as or equal to the original product

All structured cabling equipment Product Categories Two, Three and Four ([see Section 3.1](#)), shall carry the manufacturer’s standard warranty and must be eligible for manufacturers extended warranty plans for a minimum of five (5) years (See Schedules B, C and D). The warranty and/or guarantee documents shall accompany the equipment when delivered. Any equipment to be replaced must be new and the same as or equal to the original product

All equipment must be manufactured according to industry standards. All manufacturers’ warranties must remain in full force and effect with the contractor even after the expiration of the contract.

### 3.6 TECHNICAL SUPPORT

Under this contract, the Using Agencies will require support to resolve various order related issues. The requirements of this support include the following:

- Provision of a single point of contact for sales, ordering problems and resolution management

- Support must be provided during normal business hours from 8:00 AM to 5:00 PM, Monday through Friday.
- Provision of email and website ordering support
- Provision of trained personnel knowledgeable of products being sold

Pursuant to N.J.S.A. 52:34-13.2, all technical services provided under this contract, including call centers, must be located within the United States.

### 3.7 MANUFACTURER'S CERTIFICATE

The manufacturer's certificate must be in effect for the entire term of this contract, including all renewal periods. The contractor shall produce a current certificate upon State request

### 3.8 PRODUCT CHANGES

#### 3.8.1 NEW TECHNOLOGY

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

All proposed additions or replacements are subject to a review and written acceptance by the Director, Division of Purchase and Property. The sale of the new product accepted in writing by the Director shall be governed by the terms of the contract, including price. The aggregate price of any new products must be equal to or less than the existing contracted product. No product will be added to this contract if the new functionality offered by a contractor is available or more appropriately provided under any other existing State contract.

#### 3.8.2 ADDITIONS, SUBSTITUTIONS, DELETIONS

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

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

- e) All substitutions must be approved, in writing, by the Director of Purchase and Property before being offered to any agency or members of the Cooperative Purchasing Program.

Upon approval from the Purchase Bureau of any additions, substitutions, deletions and/or changes to the contract, the contractor shall provide two (2) new dated CD ROM copies with the changes. The data on the CD-ROM should be categorized in separate files for additions, substitutions, deletions or changes. Approval letters must be uploaded and posted to the contractor's website in PDF file format.

### 3.8.3 DISCONTINUED PRODUCTS

The contractor shall post notice on its website of the discontinued and replacement product(s) within thirty (30) calendar days of the product discontinuation and/or replacement.

During the term of the contract, the contractor shall provide reasonable notice to the Director and State Contract Manager on all products and equipment that will no longer be manufactured and supported. Reasonable notice shall be within 30 days after the manufacturer's announcement that it will discontinue manufacture and support of such products and equipment. In such instances, the contractor will immediately discontinue selling such products and equipment to the State and others agencies using the contract, and provide the Director with a plan to support and service any existing installed based of such products and equipment. If the Director is satisfied with the support and continued service plan offered by the contractor, the Director shall take no further action against the contractor and may permit the contractor to sell the products and equipment under specified terms and conditions established by the Director. If the contractor fails to provide reasonable notice to the Director and/or continues to sell products and equipment to the State or its Using Agencies after the manufacturer has announced it will discontinue the manufacture and support of the products and equipment , all such purchases shall be deemed voidable by the Director and; (a) outstanding purchase orders may be cancelled without charge; (b) the products and equipment returned to the contractor; and the Director may employ all means to seek restitution of the purchase price from the contractor unless the State has had the use of and support of the products and equipment for a minimum of three (3) years prior to the announcement of discontinuation.

As part of the required contract activity reporting ([Section 5.23](#)), contractors must identify all additions and deletions occurring since the date of the previous contract activity report.

## 3.9 RETURNS

### 3.9.1 PRODUCT DEFECT

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

### 3.9.2 AGENCY ERROR

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

The Using Agency shall:

- a. Call the contractor to obtain an Return Merchandise Authorization (RMA) number
- b. Write the RMA number on the shipping label or the packing slip only
- c. Place the manufacturer's box, with the product inside, in another shipping carton and attach the mailing label or packing slip on the outer shipping carton

- d. Mail the product to the address provided by the contractor, using a shipping agency that can track and insure the package
- e. All returns must be shipped to the contractor's designated facility within thirty (30) calendar days after receipt of product
- f. Return shipping shall be paid for by the Using Agency that made the error, utilizing existing State contracts and processes

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

### 3.10 PRICING AND PRICE ADJUSTMENTS

Due to the volatility of the cost of copper and copper products in the marketplace the State has approved quarterly price reviews and adjustments for the products covered under Product Category One, Section 3.1 of this RFP.

An amendment denoting a copper price adjustment, represented as a percentage (%) increase or decrease of the awarded contract, will be updated quarterly and posted to the DPP website <http://www.state.nj.us/treasury/purchase/noa/contracts/t1778.shtml> as an amendment to the Notice of Award.

The adjusted price of copper wire and copper cable will be calculated quarterly by the State Contract Manager and approved by the DPP. These prices will be adjusted quarterly utilizing a Copper Index Factor (CIF). The quarterly copper price adjustment will not require a written request from the contractor.

The contractor must post the approved quarterly adjusted prices to its website within three (3) business days of the posting of the quarterly amendment on the DPP website.

Purchase orders for these products placed in a calendar quarter (e.g. Jan 1 thru Mar. 31) will be priced at the approved quarterly adjusted price for that quarter, even though delivery may be completed in the next calendar quarter. The date listed on the Using Agencies purchase order will be used as the cost basis of items ordered.

Price line 00001 shall include copper wire and copper cable products which reflect a quarterly adjusted pricing schedule based on the CIF. The CIF adjustment will establish a new price list for all products offered in the awarded manufacturer's catalog covered under Product Category One, Section 3.1. The CIF will be calculated utilizing the COMEX listed Historical Average Copper Spot Settlement Price.

#### **Considerations for hypothetical examples:**

Baseline settlement price of copper: The average of the published COMEX Historical Average Copper Spot Settlement Price for the final calendar day of each month of the quarter preceding the date of the posted pricing adjustment amendment

COMEX listed Historical Average Copper Spot Settlement Price: Rolling average of the daily settlement price ([http://www.nymex.com/cop\\_fut\\_histspot.aspx](http://www.nymex.com/cop_fut_histspot.aspx))

Percentage Rounding: When the calculated percentage is a number equal to or less than 0.5 the percentage will be rounded down to the next whole number and when the number is greater than 0.5 it will be rounded up to the next whole number.

Quarterly: Calendar quarters and final calendar days as defined in Table1:

TABLE 1

Calendar Quarter	Final Calendar Day	Final Calendar Day	Final Calendar Day
1. January 1 thru March 31	January 31	February 28/29	March 31
2. April 1 thru June 30	April 30	May 31	June 30
3. July 1 thru September 30	July 31	August 31	September 30
4. October 1 thru December 31	October 31	November 30	December 31

## Hypothetical Examples

1. A hypothetical example of the quarterly CIF pricing adjustment methodology as illustrated in Table 2:

TABLE 2

<b>Baseline settlement price of copper</b>		<b>\$316.56</b>
Jan 31, 2006 settlement price of copper	\$338.22*	
Feb 28/29, 2006 settlement price of copper	\$348.22*	
Mar 31, 2006 settlement price of copper	\$358.22*	
Calendar Quarterly Average (Jan 31 + Feb 28 + March 31)/3		\$348.22*
Difference: Quarterly Average vs. Baseline		\$31.66*
CIF - Calculated Quarterly Factor (\$31.66/\$316.56)	10%	

\*Denotes hypothetical price

The COMEX quarterly average settlement price of copper for Jan 1 thru Mar. 31, 2006 is \$348.22. The established December 31, 2006 baseline price is \$316.56. The difference is \$31.66. This quarterly average price, or CIF, is a 10% price increase above the established baseline price. The approved 10% price increase will be incorporated into the new quarterly price for orders placed between April 1 and June 30. The CIF will be calculated and posted quarterly during the life of this contract.

2. A hypothetical example of the contractor price list adjustment methodology as illustrated in Table 3:

TABLE 3

Copper Cable product (Manufacturers Catalog List price)	\$100.00
CIF Adjustment factor 10%	10.00
Copper Cable product (Amended - NJ State List price)	110.00
Contract Discount – 20% (Off List price)	22.00
Price Line 0001 - Invoiced amount	\$ 88.00

## 3.11 ORDERING AND INVOICING

3.11.1 Orders placed by Using Agencies for price line 0001 will be priced based on the posted line item price which will include any approved quarterly adjustment to the bid price. The adjusted quarterly price is the price that should appear as the unit cost on the Purchase Order. The date listed on the Using Agency purchase order along with the quarterly adjusted price will be the basis for each price line 0001 purchase. For example Purchase Orders placed on February 10, during the 1st calendar quarter, will be priced at the previous 4<sup>th</sup> Quarter (October 1<sup>st</sup> through December 31<sup>st</sup>) pricing and invoiced as per the price policy example shown above in Section 3.10, Table 2.

3.11.2 Invoices must reflect the posted price for each line item ordered. All orders placed within a calendar quarter must be invoiced and will be paid at the approved posted price; the agency purchase

order date will be the basis for the purchase price even if delivery is completed in the next calendar quarter.

In the event there is a delay in delivery of an item beyond the fifteen (15) days ARO, that item will remain priced at the price established at the time of order. Orders may be cancelled by the purchasing agencies if delivery is not made within the fifteen (15) days ARO.

### 3.12 METHOD OF OPERATION

This RFP is limited to the products in the categories of items listed in [Section 3.1](#) only. All other items are specifically excluded from this RFP and any contracts resulting from this RFP. Regardless of the awarded manufacturers, products included under this State contract shall be only the products specifically included in the custom catalog developed for the State by the awarded contractors. After awards are made, the individual agencies and participants in the Cooperative Purchasing Program will be able to obtain quotes from the contractors.

One of the two contracts for each product category will be awarded to a small business bidder if its bid proposal is determined to conform to this RFP and is most advantageous to the State, price and other factors considered.

The contractor shall provide contract users with:

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

### 3.13 TRAINING

#### 3.13.1 FIBER OPTIC CABLE WARRANTY CERTIFICATION TRAINING

**Warranty Maintenance Certification** The contractor shall provide Fiber Optic Cable Warranty Maintenance Certification training to agency personnel in the maintenance and grounding of loose tube, and armored fiber optic cable installation in conduits. In addition, the Fiber Optic Cable Warranty Maintenance Certification training shall provide for certification on fiber optic testing equipment.

Training shall be provided for agency's engineering, maintenance and operations staff, at a facility provided by the agency. The training shall include all material and manuals required for each participant and all instructor expenses.

The training shall be provided by manufacturer/industry certified instructor with a minimum of five (5) years of experience in installation, maintenance and grounding of loose tube armored fiber optic cables



and testing of fiber optic equipment. The training shall include theory of operation, field adjustments, preventive maintenance procedures, troubleshooting, and repair of all components.

### 3.13.2 FIBER OPTIC CABLE FUSION SPLICER CERTIFICATION TRAINING

**Fiber Fusion Splicer Certification** The contractor shall provide Fiber Fusion Splicer Certification training to agency personnel in operating and maintaining fusion splicing. In addition, the Fiber Fusion Splicer Certification training shall provide for certification in operating and maintaining fiber fusion splicing testing equipment.

Training shall be provided for agency's engineering, maintenance and operations staff, at a facility provided by the agency. The training shall include all material and manuals required for each participant and all instructor expenses.

The training shall be provided by manufacturer/industry certified instructor with a minimum of five (5) years of experience in fusion splicing operations and testing of fiber optic splicing equipment. The training shall include theory of operation, field adjustments, preventive maintenance procedures, troubleshooting, and repair of all components.

### 3.13.3 COPPER CABLE WARRANTY MAINTENANCE CERTIFICATION TRAINING

The contractor shall provide Copper Cable Warranty Maintenance Certification training to the agency personnel in operation and maintenance (i.e., Category 5e, 6 etc.). In addition, Copper Cable Warranty Maintenance Certification training shall provide for certification in operating and maintaining copper cable testing equipment

Training shall be provided for agency's engineering, maintenance and operations staff, at a facility provided by the agency. The training shall include all material and manuals required for each participant and all instructor expenses.

The training shall be provided by manufacturer/industry certified instructor with a minimum of five (5) years of experience in installation and maintenance of copper voice and data cable distribution systems and operation of testing equipment.

## 4.0 PROPOSAL PREPARATION AND SUBMISSION

### 4.1 GENERAL

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

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the World Wide Web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

### 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 signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/08x36774.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

### 4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit one **(1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **six (6) full, complete, and exact copies** of the original proposal.

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

A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### 4.4 PROPOSAL CONTENT

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

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

#### 4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

##### 4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/08x36774.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

##### 4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x36774.shtml>.

##### 4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x36774.shtml>.

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

##### 4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

The bidder may go to [www.nj.gov/nibgs](http://www.nj.gov/nibgs) to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x36774.shtml>.

##### 4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a Set-Aside Contract for Category I, II, and III Small Businesses. The bidder must be registered as a qualifying small business with the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce) by the date the bid is received and opened. Evidence that the bidder has registered with Commerce as a small business should be submitted with the bid proposal.

\*\*\*\*\*IMPORTANT NOTE: EVEN IF THE BIDDER IS AN INCUMBENT CONTRACTOR AND/OR HAS BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE

PROGRAM, THE BIDDER WILL NEED TO BE SURE THAT IT IS REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE COMMERCE COMMISSION UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL COMMERCE TO CHECK REGISTRATION STATUS IS 609 292-2146.\*\*\*\*\*

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

##### 4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

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

<http://www.state.nj.us/treasury/purchase/bid/summary/08x36774.shtml>.

##### 4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x36774.shtml>.

##### 4.4.3.3 NOTICE OF INTENT TO SUBCONTRACT FORM

The Notice of Intent to Subcontract Form must be completed before contract award and should be submitted with the bid proposal. Bidders proposing to use subcontractors should complete the attached Notice of Intent to Subcontract Form

<http://www.state.nj.us/treasury/purchase/bid/summary/08x36774.shtml> to advise the State that a subcontractor will be utilized to provide any goods or services under the contract. This is a Small Business Subcontracting set-aside contract and bidders proposing to use subcontractors should comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/08x36774.shtml>

##### 4.4.3.4 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/08x36774.shtml> must be completed before contract award and should be submitted with the bid proposal.

#### 4.4.4 TECHNICAL PROPOSAL

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

##### 4.4.4.1 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the

objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

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

#### 4.4.4.2 CONTRACT MANAGEMENT

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

#### 4.4.4.3 CONTRACT SCHEDULE

Not applicable to this procurement.

#### 4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement.

#### 4.4.4.5 POTENTIAL PROBLEMS

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

#### 4.4.4.6 TECHNICAL REQUIREMENTS

The bidder must document that it can meet the technical requirements of this RFP. Each response in the proposal to a mandatory item in the RFP must contain clear language that states full compliance. The bidder shall provide its compliance to the following sections, at a minimum:

Section 3.3 Shipping and Handling – Bidder shall provide its response to this section.

Section 3.4 Contractor Website –Bidder must provide a sample of screens or a web address to a similar website maintained by the bidder that shows the required elements outlined in this section are available.

Section 3.5 Warranty Requirements – Bidder shall provide its response to this section. The bidder shall propose extended warranty (See Schedules A, B, C and D)

Section 3.6. Technical Support – Bidder shall provide its response to this section.

Section 3.7 Manufacturers Certificate – Bidder shall provide its response to this section.

Section 3.8 Product Changes; New technology; Additions, Substitutions and Deletions; and Discontinued Products – Bidder shall provide its response to these sections.

Section 3.9 Returns; Product Defect; and Agency Error - Bidder shall provide its response to these sections.

Section 3.10 Pricing and Price Adjustments - Bidder shall provide its response to this section.

Section 3.11 Ordering and Invoicing - Bidder shall provide its response to this section.

Section 3.12 Method of Operation - Bidder shall provide its response to this section.

Section 3.13 Training - Bidder shall provide its response to this section. The bidder shall propose Training (See Schedules E)

#### 4.4.4.7 MANUFACTURER'S CERTIFICATE

The bidder's signature on the bid proposal certifies that the bidder is authorized to bid on the brand(s) submitted in the bidder's bid proposal. A bidder may be required to submit a manufacturer's certificate to demonstrate that the bidder is authorized to sell the brand/line offered. If so requested, the bidder must submit the manufacturer's certificate no later than seven (7) days after a verbal or written request by the State. Failure to do so shall result in the rejection of the bid proposal.

#### 4.4.4.8 PRICE LIST

Bidders must provide its most current equipment price list which is in effect as of the bid opening date for each line item bid. Price lists must contain dates within thirty days of the bid opening date.

#### 4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

##### 4.4.5.1 LOCATION

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

##### 4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

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

##### 4.4.5.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract for bidders of training (Product Category Five, [Section 3.1](#)). Resumes should be structured in accordance with the attached format ([See Attachment 1](#)) to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

Clearly identify the individual's previous experience in completing similar contracts.

Beginning and ending dates should be given for each similar contract.

A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.

With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

#### 4.4.5.4 BACKUP STAFF

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

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

#### 4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)

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

#### 4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

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

#### 4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

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

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

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

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

#### 4.4.5.8 SUBCONTRACTOR(S)

Bidders should complete the **Notice of Intent to Subcontract Form** if 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** should also be submitted with the bid, but must be submitted prior to contract award.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce, Economic Growth & Tourism Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three 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.

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

Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

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

The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

#### 4.4.6 PRICE SCHEDULE

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

For each product group category line being bid, the bidder must provide the following information:

- A) Discount percent (%) from Price List
- B) Price List Date and/or number and pages which apply

The price list submitted with the bid shall apply for the term of the contract and extensions thereof with the exception of copper cable and copper wire in Product Category One, in [Section 3.1](#) that is approved for quarterly price adjustment.

Multiple discounts within a product group category are not acceptable. The bidder must provide only one (1) discount per line on the price sheet. However, quantity discounts are acceptable. Bidder's offering quantity discounts are to offer a "net" on the price sheet page(s). Bidders must clearly identify the category and quantify discounts on the price list offered by that particular manufacturer.



## 5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

### 5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:  
<http://www.state.nj.us/treasury/purchase/bid/summary/08x36774.shtml>.

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

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

### 5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **two (2)** years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08x36774.shtml>. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

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

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

### 5.3 CONTRACT TRANSITION

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

### 5.4 CONTRACT AMENDMENT

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

### 5.5 CONTRACTOR RESPONSIBILITIES

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

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables

furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

## 5.6 SUBSTITUTION OF STAFF

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

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

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

## 5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage.

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

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

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

## 5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed.

To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

## 5.9 DATA CONFIDENTIALITY

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

## 5.10 NEWS RELEASES

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

## 5.11 ADVERTISING

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

## 5.12 LICENSES AND PERMITS

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

## 5.13 CLAIMS AND REMEDIES

### 5.13.1 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

### 5.13.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

### 5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

### 5.14 LATE DELIVERY

Not applicable to this procurement.

### 5.15 RETAINAGE

Not applicable to this procurement.

### 5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

### 5.17 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

### 5.18 CHANGE IN LAW

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

### 5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)

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

## 5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

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

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

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

## 5.21 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x36774.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

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

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

## 5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, is optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

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

NJ Standard Terms and Conditions version 05 09 06 are located on the Advertised Solicitation, Current Bid Opportunities webpage  
<http://www.state.nj.us/treasury/purchase/bid/summary/08x36774.shtml>.

### 5.22.1 PATENT AND COPYRIGHT INDEMNITY

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

#### **2.1 Patent and Copyright Indemnity**

- a. The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.
- b. The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.
- c. In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

### 5.22.2 INDEMNIFICATION

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

#### **2.2 Indemnification**

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 100 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

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

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

### 5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

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

d) Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$500,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

### 5.23 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x36774.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

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

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

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

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



## 6.0 PROPOSAL EVALUATION/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 TECHNICAL EVALUATION CRITERIA

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

6.3.1 Price\*

6.3.2 Company background and experience of the bidder

6.3.3 Breadth of products and services offered

6.3.4 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.3.5 The bidder's detailed approach and plans to meet the requirements of the Scope of Work of this RFP

*\*For comparison purposes, overall cost will be based upon a Market Basket of products for each of the Five Product Categories to be determined prior to "Bid Opening".*

### **6.3.2 BIDDER'S PRICE SCHEDULE**

For evaluation purposes, bidders will be ranked according to the total Market Basket Price as computed based on the bid prices located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08-X-36774.shtml> .

### **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.

## 7.0 CONTRACT AWARD

### 7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

##### 7.1.1.1 DEFINITIONS

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

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

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

##### 7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

##### 7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or

pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

#### 7.1.1.4 STATE TREASURER REVIEW

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

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

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### 7.1.2 SOURCE DISCLOSURE REQUIREMENTS

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

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

##### 7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract,

including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x36774.shtml>.

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

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

#### **7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129**

**A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.**

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 05 09 06 of the RFP, unless previously approved by the Director and the Treasurer.

#### **7.2 FINAL CONTRACT AWARD**

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

Bidders may bid on one (1) or more of the five (5) product categories. The State intends to make two (2) awards for each of the five (5) product categories. For each product category price line two (2) awards will be made considering the size of the discounts/prices offered and other factors. This RFP and the resultant contracts include a partial Small Business Set-Aside. If possible, a minimum of one (1) of the two (2) awards per product category price line will be made to a qualified small business enterprise, which is a responsive/responsible bidder based on cost and other factors considered. If there are no responsive/responsible small businesses in the bidder pool, then the award will be made to any responsive/responsible bidder based on cost and other factors considered.

#### **7.3 INSURANCE CERTIFICATES**

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

#### **7.4 PERFORMANCE BOND**

Not applicable to this procurement.

#### **8.0 CONTRACT ADMINISTRATION**

##### **8.1 CONTRACT MANAGER**

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

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

#### 8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

#### 8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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

# **SCHEDULE A**

08-X-36774 Communication/Telecommunication Cable, Wire and Associated Products

## **EXTENDED WARRANTY**

### **PRODUCT CATEGORY ONE – CABLE AND WIRE PRODUCTS**

**(Section 3.5 – Manufacturer’s Extended Warranty Plans for a Minimum of Twenty (20) Years)**

**Bidder to provide price list labeled Schedule A reflecting its extended warranty pricing.**

## **SCHEDULE B**

08-X-36774 Communication/Telecommunication Cable, Wire and Associated Products

**EXTENDED WARRANTY  
PRODUCT CATEGORY TWO – CABLE ASSOCIATED HARDWARE  
(Section 3.5 – Manufacturer’s Extended Warranty Plans for a Minimum of Five (5) Years)**

**Bidder to provide price list labeled Schedule B reflecting its extended warranty pricing.**



## **SCHEDULE C**

08-X-36774 Communication/Telecommunication Cable, Wire and Associated Products

**EXTENDED WARRANTY  
PRODUCT CATEGORY THREE – TEST EQUIPMENT  
(Section 3.5 – Manufacturer’s Extended Warranty Plans for a Minimum of Five (5) Years)**

**Bidder to provide price list labeled Schedule C reflecting its extended warranty pricing.**

## **SCHEDULE D**

08-X-36774 Communication/Telecommunication Cable, Wire and Associated Products

**EXTENDED WARRANTY  
PRODUCT CATEGORY FOUR – TOOLS  
(Section 3.5 – Manufacturer’s Extended Warranty Plans for a Minimum of Five (5) Years)**

**Bidder to provide price list labeled Schedule D reflecting its extended warranty pricing.**

# **SCHEDULE E**

08-X-36774 Communication/Telecommunication Cable, Wire and Associated Products

**TRAINING**  
**PRODUCT CATEGORY FIVE – TRAINING**  
**(Section 3.13)**

**3.13.1 Fiber Optic Cable Warranty Certification Training**

**3.13.2 Fiber Optic Cable Fusion Splicer Certification Training**

**3.13.3 COPPER Cable Warranty Maintenance Certification Training**

**Bidder to provide training price list(s) labeled Schedule E reflecting the above training course(s) and provide course description(s) and all-inclusive per student pricing for each of the offered courses.**

ATTACHMENT 1

The resumes should be formatted as depicted below.

**Resume Format**

Name:  
Present Title:  
Role for this Project:     *Proposed role for the subject contract.*

*Experience Summary: Types of experience the proposed staff has that are applicable to the proposed project, e.g., requirements analysis, project management, training, conversion planning, etc. For each type of experience, the number of years of said experience must be identified.*

*Job A:*  
Employed from (month/year) to (month/year):  
Title:  
Employer name, phone number, fax number and/or e-mail address:  
Employer address:

*Specific Project A:*  
Customer name:  
Current telephone number, fax number and/or e-mail address:  
Brief project description:  
Time period individual assigned to project:  
Percentage of time on specific project (based on full days, five days per week):

*Continue with Projects B, C, etc., as needed.*

*Continue with Jobs B, C, etc., as needed.*

*Educational Background*  
School name (post-secondary education):  
Location:  
Type and date of degree received:

*Specialized Training*  
Type of training and dates attended (months/year):

*References:*  
*Provide the following information for each of two (2) references.*  
Name:  
Position:  
Current telephone number, fax number and/or e-mail address:  
Relationship:



# State of New Jersey

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

JON S. CORZINE  
*Governor*

BRADLEY I. ABELOW  
*State Treasurer*

September 7, 2007

To: All Interested Bidders

Re: **RFP # 07-X-36774**  
**Communication/Telecommunication Cable, Wire and Associated Products**

Bid Due Date: **November 8, 2007** (2:00 p.m.)

## **Addendum # 1**

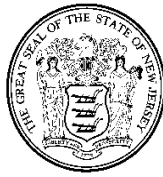
The following constitutes Addendum #1 to the above referenced solicitation.

Please be advised that the schedule is revised as follows:

1. **Bid Due** date has been changed from October 26, 2007 to November 8, 2007 (2:00 PM).
2. **Mandatory Pre-Bid Conference** date has been changed from September 19, 2007 to October 5, 2007 10:00 AM at the same location:  
33 West State Street  
9<sup>th</sup> Floor Bid Room  
Trenton, NJ 08625-0230
3. **Bidder's Electronic Question Due** date has been changed from September 19, 2007 to October 5, 2007 (by end of the Mandatory Pre-bid Conference).

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

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



# State of New Jersey

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

JON S. CORZINE  
*Governor*

MICHELLENE DAVIS  
*Acting State Treasurer*

October 12, 2007

To: All Interested Bidders

**Re: RFP # 07-X-36774**  
**Communication/Telecommunication Cable, Wire and Associated Products**

Bid Due Date: **January 3, 2008** (2:00 p.m.)

## **Addendum # 2**

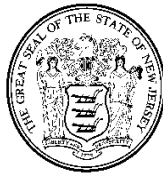
The following constitutes Addendum #2 to the above referenced solicitation.

Please be advised that the schedule is revised as follows:

1. **Bid Due** date has been changed from November 8, 2007 to January 3, 2008 (2:00 PM).
2. Bidder's Electronic Questions were cut-off October 5, 2007. Answers to these questions will be answered via future addendum. Bidders are instructed to review future addenda which may permit additional questions to be submitted electronically.

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

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



# State of New Jersey

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

JON S. CORZINE  
*Governor*

MICHELLENE DAVIS  
*Acting State Treasurer*

October 18, 2007

To: All Interested Bidders

**Re: RFP # 07-X-36774**  
**Communication/Telecommunication Cable, Wire and Associated Products**

Bid Due Date: **January 3, 2008** (2:00 p.m.)

### **Addendum # 3**

The following constitutes Addendum #3 to the above referenced solicitation.

The following is list of the twenty-five (25) firms that attended the mandatory pre-bid conference on Friday October 5, 2007 10:00 AM held at Division of Purchase and Property, Purchase Bureau, 33 West State Street, Trenton New Jersey.

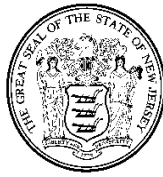
Name	Firm	Phone #
1 Robert McIntyre	Accu-Tech	800-687-3923
2 Russell Mollicut	Adalex Communications	732-393-0303
3 Eric Allvin	Allied Electronics Inc.	856-234-7769
4 Paul Mentzer	Anixter	800-821-2115
5 Lauren Peterson	Argent Associates	732-512-9009
6 Dave Spain	Armour & Sons Electric	215-943-4400
7 Francine Beierschmitt	Arose Inc.	800-232-4848
8 Kimberly McCartney	AV Business Communications	856-428-7227
9 John Wood	Boise Technologies	908-561-5785
10 Isaac Fajerman	Business Automation Tech.	732-741-5989
11 Rocco Mazzo	C.V.R. Networks	201-233-8050
12 Kevin Carr	CDT Resources	201-785-1090
13 Bill Ossowski	EUS Communications	609-585-0577
14 Michele Gonich	Extel Communications	973-427-3900
15 Matthew Aigeldiwoer	Fiber Optic.Com	484-397-4153
16 Scott Kennedy	Graybar Electric Co.	215-669-5761
17 Mark Marcello	KAD Supply Inc.	732-259-5670
18 Leticia Young	Lucille Maud Corp.	609-393-7555
19 Richard Tillman	Network Cabling Inc.	732-833-9300
20 Paul Nolan	Promedia Technology Svcs.	973-253-7600
21 Thomas Ritter	Tele-Dynamics	212-594-7333
22 Emil Contrady	TransNet Corp.	908-947-0171

23	Mark Marcello	Turtle & Hughes Inc.	908-756-9110
24	John Lindmeier	Verizon Business	856-608-6904
25	Frank Alberico	Wesco	973-882-2300

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

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





# State of New Jersey

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

JON S. CORZINE  
*Governor*

MICHELLENE DAVIS  
*Acting State Treasurer*

November 27, 2007

To: All Interested Bidders

**Re: RFP # 08-X-36774**  
**Communication/Telecommunication Cable, Wire and Associated Products**

Bid Due Date: **January 17, 2008** (2:00 p.m.)

## **Addendum # 4**

This addendum is divided into the following parts:

- Part 1: Revised Bid Due Date and Schedule
- Part 2: Answers to questions
- Part 3: Additions, deletions, clarifications and modifications to the RFP.

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

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

### **PART 1**

Please be advised that the schedule is revised as follows:

1. **Bid Due** date has been changed from January 3, 2008 to **January 17, 2008 (2:00 PM)**.
2. Bidder's Electronic Questions were cut-off October 5, 2007. Answers to these questions are answered via this addendum.
3. Additional Bidder's Electronic Questions will be taken, effective with this Addendum #4 and will be cut-off December 7, 2007. Answers to these questions will be answered via future addenda. Bidders are instructed to review future addenda which may permit additional questions to be submitted electronically.

### **PART 2**

**Communication/Telecommunication Cable, Wire and Associated Products  
Solicitation Number: 08-X-36774**

**Answers to Questions**

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

#	Page(s)	RFP Section Reference	Questions	Answers
1.	6	1.1 Purpose and Intent	Is the State looking for installation services with this bid?	<b>No. This RFP is not intended to provide installation services or any other services with the exception of training covered in Section 3.13 of the RFP. The State intends to issue a separate RFP to provide cabling installation services.</b>
2.	6	1.1 Purpose and Intent	After award of this contract will companies that currently provide wiring services to the State on a Time & Material (T&M) basis still be able to do so?	<b>See Answer #1.</b>
3.	6	1.1 Purpose and Intent	Does the State intend to award contracts for each Product Category?	<b>The State intends to award contracts to two (2) bidders for each line item. The State intends to award one (1) of the two (2) contracts for each product category to a small business under the New Jersey Small Business Set-Aside program, if possible. Bidders may bid on one (1) or more of the five (5) product categories.</b>
4.	6	1.1 Purpose & Intent	Does the bidding company have to reside in NJ?	<b>No. the bidding company does not have to reside in NJ.</b>
5.	6	1.1 Purpose & Intent	Does the State have an estimated spend amount for items available through this contract award based on historical data?	<b>There is no estimated spend amount projected for this procurement. This is the first time this contract is being bid and as such there is no historical data.</b>
6.	18	3.3 Shipping and Handling	Would the State consider a "cost plus" with a cap option for emergency delivery shipping charge?	<b>No. RFP language is as specified.</b>
7.	18	3.4 Contractor Website	A. Does the bidder need to create a separate website, if it already has one established? B. Will a link from the bidder's website home page suffice for using agencies to obtain contract prices? C. Clarify what is meant by 'The contractor website must only	<b>A. No. Bidder may use its existing website. B. Bidder may utilize its existing website to link to the page it provides for the State contract prices. C. The bidder's website link to the page it provides for the State contract products must provide the</b>

			include the awarded contract price list' D. Clarify what is meant by 'A contractor including products on its website that are not covered under the contract may be subject to cancellation'.	<b>awarded list of products and their awarded prices. D. The bidder's website link for the State contract products must not include products not awarded under their State contract.</b>
8.	19	3.5 Warranty Requirements	What if manufacturer does not offer extended warranty for a minimum of 20 years and/or 5 years?	<b>See Section 3.5 Warranty Requirements – Revised sheet attached to this addendum.</b>
9.	22	3.10. Pricing and Price Adjustments	Would the State consider price changes for materials other than copper?	<b>No. RFP language is as specified.</b>
10.	24	3.13 Training	A. Does this section apply to all bidders or only those that bid on Product Category 5?  B. Does the State have an estimate of the number of individuals that it intends to have trained under Product Category 5?	<b>A. Only bidders who are bidding on Product Category 5 - Training need comply with the requirements under Section 3.13 Training  B. The State estimates it will require training covered under Product Category 5 for approximately 50 individuals over the life of this contract.</b>
11.	28	4.4.3.2 Affirmative Action	Does the Employee Information Report Certificate fulfill the Affirmative Action Employee Information Report AA302 requirement or does one still need to be filled out?	<b>An Employee Information Report Certificate fulfills the Affirmative Action Employee Information Report requirement.</b>
12.	28:	4.4.4 Technical Proposal	Are the requirements of Sections 4.4.4, 4.4.4.1, 4.4.4.2 and possibly 4.4.4.5 necessary?	<b>Shall or Must denote that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.</b>
13.	30	4.4.4.8 Price List	Price list from manufacturers may have equipment not included in Bid Proposal. Is it ok to submit manufacturer's price list in its entirety when unable to weed out the items not on bid?	<b>Yes. See Section 1.5 – Price List and or Catalog Pricing</b>
14.	30	4.4.5.2 Organization Chart	Must bidders provide an Organization Chart with its Bid Proposal?	<b>Section 4.4.5.2 - Organization Chart (Contract Specific) requirements are not mandatory.</b>
15.	30	4.4.5.3 Resumes	Please verify that bidders on Product Categories 1 - 4 do not have to submit resumes.	<b>Only bidders for Product Category 5 are required to submit resumes.</b>
16.	31	4.4.5.4 Backup Staff	Please clarify if this is needed for all Product Categories or which ones it is required for.	<b>Section 4.4.5.4 - Backup Staff requirements are not mandatory.</b>
17.	31	4.4.5.5 Organization Chart	Must bidders provide an Organization Chart with its Bid Proposal?	<b>Section 4.4.5.5 - Organization Chart (Entire Firm) requirements are not mandatory.</b>
18.	32	4.4.6	A. Did the state mean to say	<b>A. No. The discount and price sheet</b>

		Price Schedule	<p>that the discount must remain firm for the term of the contract and not the price sheet submitted?</p> <p>B. Would the State consider amending its four (4) year requirement of firm pricing?</p> <p>C. Would the State consider the use of a "List Less" price structure allowing prices to change based on changes in the manufacturer's list price as used in other State's (i.e., FL, IA, IN, KS, MA, MO, NY, OH, PA, and TX)?</p>	<p><b>are to remain firm for the contract term.</b></p> <p><b>B. No. The contract is for two (2) years with an option for extension.</b></p> <p><b>C. No. RFP language is as specified.</b></p>
19.	39	5.23 Contract Activity Report	If there are no purchases, is the report still required?	<b>Yes. Bidders are required to comply with all mandatory requirements of the contract.</b>
20.	42	6.4 Negotiation And Best And Final Offer (BAFO)	Does the State plan to negotiate final pricing?	<b>The State reserves the right to negotiate: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder as covered in Section 6.4 - Negotiation And Best And Final Offer (BAFO).</b>
21.	47 - 51	Schedule A - E	What format does the State want the schedules to appear? For example, each product in category 1 & 2 listed separately with an extended warranty priced annually or for the full 5 or 20 years?	<p><b>Bidder to provide its price list(s) labeled with the appropriate Schedule letter (A-E). The format shall include, at a minimum as appropriate , the following:</b></p> <ul style="list-style-type: none"> <li>• <b>Product Name / Description</b></li> <li>• <b>Product Number</b></li> <li>• <b>Annual Price / Discounted Price / Annual Warranty</b></li> <li>• <b>Term</b></li> </ul>
22.		Price Sheet	<p>A. Is the State looking for a single discount from the manufacturer list price or the bidder's price list? Most distributors do not have list prices.</p> <p>B. Doesn't the requirement of a single discount prevent the bidder from offering the State the most advantageous pricing?</p>	<p><b>A. The State is looking for a single discount for each of the RFP product categories from the manufacturer's price list. Also, if the bidder is an authorized distributor, aka, "supply house", providing a catalog of products from various manufacturers The State requires a single discount for each of the RFP product categories.</b></p> <p><b>The Price Sheet provided with the RFP must reflect the proposed percent discount for each Price Line. If the product category list or catalog provided is the final "discounted: price a discount of zero (0%) would be entered into the discount column on the Price</b></p>

				<p>Sheet for that price line.  <b>B. No. Each Bid will provide a single discount entry, on the price Sheet provided in the RFP, for each product category it is bidding on.</b></p>
23.		Price Sheet	<p>A. Please describe the format that should be used to fill this form out (i.e., excel spreadsheet, etc.)</p> <p>B. Can each price line number have multiple items and discounts?</p> <p>C. Should each price line number with multiple items be listed on separate pages?</p>	<p><b>A. Price Sheets must provide the single discount the bidder proposes for each Product Category on the appropriate Price Line. Individual product pricing must be provided on a separate bidder supplied price list.</b></p> <p><b>B. Price Sheets must provide the single discount the bidder proposes for each Product Category on the appropriate Price Line. Bidder supplied price lists may include multiple items.</b></p> <p><b>C. For each Price Line the Bidder is to supply its single discount on the Price Sheet provided and any notation referring to an attached price list. There is no requirement for multiple items to be listed on separate pages.</b></p>

**PART 3**  
**Communication/Telecommunication Cable, Wire and Associated Products**  
**Solicitation Number: 08-X-36774**

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page(s)	RFP Section Reference	Additions, Deletions, Clarifications and Modifications to the RFP
1.		Addenda 1, 2 and 3	Delete The Solicitation Number 07-X-36774 on Addenda 1, 2 and 3 and replace it with 08-X-36774
2.	16	3.1 Overview	Delete bullet #1 and replace it with the following: 1. Product Category One shall include the contractor's entire range of copper and fiber cable associated with voice and data cabling systems. This range shall include all cable typically in a communications product supply catalog. These cable and wire products must be manufacturer certifiable when installed by a qualified manufacturer technician or installer. All cable shall be plenum rated cabling and have jacketing material equal to or greater than CL2P. Categories of products shall include, but not be limited to, Copper Cable for Voice and Data, Fiber Optic Cable, Coaxial Cable and Other similar types of cable.
3.	19	3.5 Warranty Requirements	Delete Section 3.5 Warranty Requirements and replace it with the attached Section 3.5 Warranty Requirements – Revised.
4.	32	4.4.6 Price Schedule	Add the following paragraph at the end on this section: Price Lines 00015 and 00020 Seimon Brand will be awarded to one bidder Price Lines 00016 and 00021 Hubbell Brand will be awarded to one bidder
5.		6.3.1 Technical Evaluation Criteria	Delete Section 6.3.1, Technical Evaluation, last paragraph and replace it with the following:  *For comparison purposes, overall cost will be based upon a Market Basket of products for each of the Five Product Categories Price Lines to be determined prior to "Bid Opening".  In the case of Price Lines 00015 and 00020 (Seimon Brand) and Price Lines 00016 and 00021 (Hubbell Brand) The State will take the average of the two discounts supplied by the bidder on the State supplied price sheets. The average discount for each of these brands will be applied to a single Market Basket for each of these brands.
6.	45	7.2 Final Contract Award	Delete Section 7.2 Final Contract Award and replace it with the attached Section 7.2 Final Contract Award – Revised.
7.		Price Sheet	Delete Price Sheet and replace it with the attached Price Sheet Addition 1, Price Lines 1-21.

			<b>Note: Price Line 00001 has been deleted and has been replaced with the brands on Price Lines 10-17. Price Line 00002 has been deleted and has been replaced with the brands on Price Lines 18-21.</b>
8.	47	Schedule A	<b>Delete (Section 3.5 – Manufacturer’s Extended Warranty Plans for a minimum of twenty (20) Years) and replace it with: (Section 3.5 – Manufacturer’s Extended Warranty Plans for a minimum of Fifteen (15) Years)</b>
9.	48	Schedule B	<b>Delete (Section 3.5 – Manufacturer’s Extended Warranty Plans for a minimum of five (5) Years) and replace it with: (Section 3.5 – Manufacturer’s Extended Warranty Plans for up to five (5) Years )</b>
10.	49	Schedule C	<b>Delete (Section 3.5 – Manufacturer’s Extended Warranty Plans for a minimum of five (5) Years) and replace it with: (Section 3.5 – Manufacturer’s Extended Warranty Plans quoted in one (1) year increments )</b>

### 3.5 WARRANTY REQUIREMENTS - REVISED

The contractor shall provide warranty of products and services as follows:

<b>Warranty Service Level Requirements</b>		
<b>Hardware Category</b>	<b>Term</b>	<b>Other Requirements</b>
Cable & Wire Products	Manufacturer's standard warranty (One (1) year minimum)	Products must be eligible for manufacturer's extended warranty plans for a minimum of fifteen (15) years, if available.
Cable Associated Hardware	Manufacturer's standard warranty (One (1) year minimum)	Products must be eligible for manufacturer's extended warranty plans for up to five (5) years, if available.
Test Equipment	Manufacturer's standard warranty (One (1) year minimum)	Eligible for extended warranty plans quoted in one (1) year increments
Tools	Manufacturer's standard warranty (One (1) year minimum)	Eligible for extended warranty plans quoted in one (1) year increments

All structured cabling equipment Product Categories One (see Section 3.1), shall carry the manufacturer's one (1) year standard warranty and must be eligible for manufacturers extended warranty plans, if available, for a minimum of fifteen (15) years (See Schedule A). The warranty and/or guarantee documents shall accompany the equipment when delivered. Any equipment to be replaced must be new and the same as or equal to the original product

All structured cabling equipment Product Categories Two, Three and Four (see Section 3.1), shall carry the manufacturer's one (1) year standard warranty and must be eligible for manufacturers extended warranty plans for a minimum of five (5) years (See Schedules B, C and D). The warranty and/or guarantee documents shall accompany the equipment when delivered. Any equipment to be replaced must be new and the same as or equal to the original product

All equipment must be manufactured according to industry standards. All manufacturers' warranties must remain in full force and effect with the contractor even after the expiration of the contract.



## **7.2 FINAL CONTRACT AWARD - REVISED**

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

Bidders may bid on one (1) or more of the five (5) product categories offered in Price Lines 00001 – 00022 with the exception of Price Lines 00015 and 00020 (Seimon Brand) and Price Lines 00016 and 00021 (Hubbell Brand). Bidders on either of these two brands must bid on both Price Lines 00015 and 00020 (Seimon Brand) and/or both Price Lines 00016 and 00021 (Hubbell Brand). The State intends to make two (2) awards for each of the five (5) product categories. For each product category price line two (2) awards will be made considering the size of the discounts/prices offered and other factors.

Price Lines 00015 and 00020 Seimon Brand will be awarded to one bidder  
Price Lines 00016 and 00021 Hubbell Brand will be awarded to one bidder

This RFP and the resultant contracts include a partial Small Business Set-Aside. If possible, a minimum of one (1) of the two (2) awards per product category price line will be made to a qualified small business enterprise, which is a responsive/responsible bidder based on cost and other factors considered. If there are no responsive/responsible small businesses in the bidder pool, then the award will be made to any responsive/responsible bidder based on cost and other factors considered.

**Price Sheet (Addition 1)** Page 1 of 3  
**Term Contract – Advertised Bid Proposal**

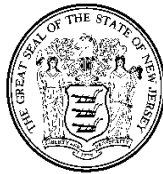
Dept of Treasury  
Purchase Bureau  
State of New Jersey  
33 West State St., 9<sup>th</sup> Fl  
Trenton NJ 08625-0230

**Solicitation:** 08-X-36774  
**Open Date:** Thursday, January 17, 2008  
**T-Number:** T1778  
**Bidder:** \_\_\_\_\_

Line No	Commodity-Service Description	Quantity	Unit	Discount	N/A
00001 <b>Deleted</b>	Commodity Code:280-29-072002 CABLE AND WIRE PRODUCTS	4	EACH	_____	
00002 <b>Deleted</b>	Commodity Code:285-95-055742 CABLE ASSOCIATED HARDWARE	4	EACH	_____	
00003	Commodity Code:285-81-072004 TOOLS	1	EACH	_____	
00004	Commodity Code:285-81-072005 TEST EQUIPMENT	1	EACH	_____	
00005	Commodity Code:280-29-072003 TRAINING	1	EACH	_____	
00006	Commodity Code:280-29-072168 EXTENDED WARRANTY - PRODUCT CATEGORY 1 BIDDER TO PROVIDE PRICING ON SCHEDULE A	1	EACH	_____	
00007	Commodity Code:285-95-072169 EXTENDED WARRANTY - PRODUCT CATEGORY 2 BIDDER TO PROVIDE PRICING ON SCHEDULE B	1	EACH	_____	
00008	Commodity Code:285-81-072170 EXTENDED WARRANTY - PRODUCT CATEGORY 3 BIDDER TO PROVIDE PRICING ON SCHEDULE C	1	EACH	_____	
00009	Commodity Code:285-81-072171 EXTENDED WARRANTY - PRODUCT CATEGORY 4 BIDDER TO PROVIDE PRICING ON SCHEDULE D	1	EACH	_____	

00010	Commodity Code:280-29-073425 CABLE AND WIRE PRODUCTS BRAND: BELDEN _____ PRICE LIST DATE: _____	1	EACH	_____	
00011	Commodity Code:280-29-073426 CABLE AND WIRE PRODUCTS BRAND: BERKTEK _____ PRICE LIST DATE: _____	1	EACH	_____	
00012	Commodity Code:280-29-073427 CABLE AND WIRE PRODUCTS BRAND: MOHAWK _____ PRICE LIST DATE: _____	1	EACH	_____	
00013	Commodity Code:280-29-073428 CABLE AND WIRE PRODUCTS BRAND: CORNING _____ PRICE LIST DATE: _____	1	EACH	_____	
00014	Commodity Code:280-29-073429 CABLE AND WIRE PRODUCTS BRAND: OPTICAL CABLE CORPORATION _____ PRICE LIST DATE: _____	1	EACH	_____	
00015	Commodity Code:280-29-073430 CABLE AND WIRE PRODUCTS BRAND: SIEMON _____ PRICE LIST DATE: _____	1	EACH	_____	
00016	Commodity Code:280-29-073431 CABLE AND WIRE PRODUCTS BRAND: HUBBELL _____ PRICE LIST DATE: _____	1	EACH	_____	
00017	Commodity Code:280-29-073432 CABLE AND WIRE PRODUCTS BRAND: BICC GENERAL _____ PRICE LIST DATE: _____	1	EACH	_____	
00018	Commodity Code:285-95-073433 CABLE ASSOCIATED HARDWARE BRAND:PANDUIT _____ PRICE LIST DATE: _____	1	EACH	_____	

00019	Commodity Code:285-95-073434 CABLE ASSOCIATED HARDWARE BRAND:ORTRONICS _____ PRICE LIST DATE: _____	1	EACH	_____	
00020	Commodity Code:285-95-073435 CABLE ASSOCIATED HARDWARE BRAND:SEIMON _____ PRICE LIST DATE: _____	1	EACH	_____	
00010	Commodity Code:280-29-073436 CABLE AND WIRE PRODUCTS BRAND: BELDEN _____ PRICE LIST DATE: _____	1	EACH	_____	
00021	Commodity Code:285-95-073437 CABLE ASSOCIATED HARDWARE BRAND:HUBBELL _____ PRICE LIST DATE: _____	1	EACH	_____	



# State of New Jersey

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

JON S. CORZINE  
*Governor*

MICHELLENE DAVIS  
*Acting State Treasurer*

December 13, 2007

To: All Interested Bidders

Re: **RFP # 08-X-36774**  
**Communication/Telecommunication Cable, Wire and Associated Products**

Bid Due Date: **January 17, 2008** (2:00 p.m.)

## **ADDENDUM # 5**

This addendum is divided into the following parts:

Part 1: Answers to questions

Part 2: Additions, deletions, clarifications and modifications to the RFP. A revised Price Sheet (Addition 2) is attached.

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

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

## PART 1

### Answers to Questions

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

#	Page(s)	RFP Section Reference	Questions	Answers
1.	9	Addendum #4 7.2 Final Contract Award – Revised	This section states that bidders may bid on 1 or more of the 5 categories. It looks like there are 17 categories. (See Price Lines 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, (15 & 20), (16 & 21), 17, 18, & 19).	<b>The five categories referenced in this section relate to the overall product categories designated in Section 3.1, Overview. The State plans to award multiple contracts within some of the product categories: Product Category 1 – Cable and Wire Products includes Price Lines 10-17; Product Category 2 – Cable Associated Hardware includes Price Lines 18-21</b>
2.	7	1.3.3 Mandatory Pre-Bid Conference	I did not attend the mandatory pre-bid conference. Does this make me ineligible to participate?	<b>Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.</b>  <b>The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP.</b>
3.		1.4.8 Joint Venture	Do both parties of a Joint Venture have to be a small business to bid Product Categories 1, 2, & 3 under the Small Business set-aside? Does one of the companies being classified as a small business allow the joint venture to bid those categories?	<b>The Joint Venture must register with the State as a Small Business Enterprise (SBE) to qualify under the SB set-aside.</b>
4.		N/A	Is there a provision for manufacturers not specifically listed in the RFP?	<b>No. The State is requesting bids on those products and services listed in the RFP and Addenda.</b>
5.		N/A	Does the State intend to add LEED (Leadership in Energy and Environmental Design) certification requirements to this RFP?	<b>No. LEED is a voluntary program. There is no plan to implement any additional certification requirements beyond those already requested in the RFP and Addenda.</b>

**PART 2**  
**Communication/Telecommunication Cable, Wire and Associated Products**  
**Solicitation Number: 08-X-36774**

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page(s)	RFP Section Reference	Additions, Deletions, Clarifications and Modifications to the RFP
1		Price Sheet	<b>Delete Price Sheet Addition 1 and replace it with the attached Price Sheet Addition 2, Price Lines 1-21. Note: Price Line 00001 has been deleted and has been replaced with the brands on Price Lines 10-17. Price Line 00002 has been deleted and has been replaced with the brands on Price Lines 18-21.</b>

**Price Sheet (Addition 2)** Page 1 of 3  
**Term Contract – Advertised Bid Proposal**

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

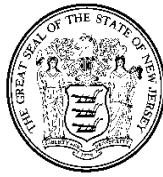
**Solicitation:** 08-X-36774  
**Open Date:** Thursday, January 17, 2008  
**T-Number:** T1778  
**Bidder:** \_\_\_\_\_

Line No	Commodity-Service Description	Quantity	Unit	Discount	N/A
00001	Commodity Code:280-29-072002 CABLE AND WIRE PRODUCTS	4	EACH	_____	
00002	Commodity Code:285-95-055742 CABLE ASSOCIATED HARDWARE	4	EACH	_____	
00003	Commodity Code:285-81-072004 TOOLS	1	EACH	_____	
00004	Commodity Code:285-81-072005 TEST EQUIPMENT	1	EACH	_____	
00005	Commodity Code:280-29-072003 TRAINING	1	EACH	_____	
00006	Commodity Code:280-29-072168 EXTENDED WARRANTY - PRODUCT CATEGORY 1 BIDDER TO PROVIDE PRICING ON SCHEDULE A	1	EACH	_____	
00007	Commodity Code:285-95-072169 EXTENDED WARRANTY - PRODUCT CATEGORY 2 BIDDER TO PROVIDE PRICING ON SCHEDULE B	1	EACH	_____	
00008	Commodity Code:285-81-072170 EXTENDED WARRANTY - PRODUCT CATEGORY 3 BIDDER TO PROVIDE PRICING ON SCHEDULE C	1	EACH	_____	
00009	Commodity Code:285-81-072171 EXTENDED WARRANTY - PRODUCT CATEGORY 4 BIDDER TO PROVIDE PRICING ON SCHEDULE D	1	EACH	_____	
00010	Commodity Code:280-29-073425 CABLE AND WIRE PRODUCTS BRAND: BELDEN _____ PRICE LIST DATE: _____	1	EACH	_____	



00011	Commodity Code:280-29-073426 CABLE AND WIRE PRODUCTS BRAND: BERKTEK _____ PRICE LIST DATE: _____	1	EACH	_____	
00012	Commodity Code:280-29-073427 CABLE AND WIRE PRODUCTS BRAND: MOHAWK _____ PRICE LIST DATE: _____	1	EACH	_____	
00013	Commodity Code:280-29-073428 CABLE AND WIRE PRODUCTS BRAND: CORNING _____ PRICE LIST DATE: _____	1	EACH	_____	
00014	Commodity Code:280-29-073429 CABLE AND WIRE PRODUCTS BRAND: OPTICAL CABLE CORPORATION _____ PRICE LIST DATE: _____	1	EACH	_____	
00015	Commodity Code:280-29-073430 CABLE AND WIRE PRODUCTS BRAND: SIEMON _____ PRICE LIST DATE: _____	1	EACH	_____	
00016	Commodity Code:280-29-073431 CABLE AND WIRE PRODUCTS BRAND: HUBBELL _____ PRICE LIST DATE: _____	1	EACH	_____	
00017	Commodity Code:280-29-073432 CABLE AND WIRE PRODUCTS BRAND: BICC GENERAL _____ PRICE LIST DATE: _____	1	EACH	_____	
00018	Commodity Code:285-95-073433 CABLE ASSOCIATED HARDWARE BRAND:PANDUIT _____ PRICE LIST DATE: _____	1	EACH	_____	
00019	Commodity Code:285-95-073434 CABLE ASSOCIATED HARDWARE BRAND:ORTRONICS _____ PRICE LIST DATE: _____	1	EACH	_____	

00020	Commodity Code:285-95-073435 CABLE ASSOCIATED HARDWARE BRAND:SEIMON _____ PRICE LIST DATE: _____	1	EACH	_____	
00021	Commodity Code:285-95-073437 CABLE ASSOCIATED HARDWARE BRAND:HUBBELL _____ PRICE LIST DATE: _____	1	EACH	_____	



**State of New Jersey**  
 DEPARTMENT OF THE TREASURY  
 DIVISION OF PURCHASE AND PROPERTY  
 PURCHASE BUREAU  
 P.O. BOX 230  
 TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
*Governor*

MICHELLENE DAVIS  
*Acting State Treasurer*

December 26, 2007

To: All Interested Bidders

**Re: RFP # 08-X-36774**  
**Communication/Telecommunication Cable, Wire and Associated Products**

Bid Due Date: **January 17, 2008** (2:00 p.m.)

**ADDENDUM # 6**

This addendum includes additions, deletions, clarifications and modifications to the RFP. Revised Schedules A, B, C and D are attached.

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

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

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page(s)	RFP Section Reference	Additions, Deletions, Clarifications and Modifications to the RFP
1	16	3.1 Overview Addendum #4	Delete bullet #1 and replace it with the following:  1. Product Category One shall include the contractor's entire range of copper and fiber cable associated with voice and data cabling systems. This range shall include all cable typically in a communications product supply catalog. These cable and wire products must be manufacturer certifiable when installed by a qualified manufacturer technician or installer. All cable shall be plenum rated cabling and have jacketing material equal to or greater than CL2P. Categories of products shall include, but not be limited to, Copper Cable for Voice and Data, Fiber Optic Cable, Coaxial Cable and Other similar types of cable.

			<p>The contractor's fiber optic cable product offering should also include the following products, features and customization options:</p> <p>Single outer jacket, single mode fiber, non-gel water blocking component, co-extruded stripe (colors available in the standard wiring color code scheme) in the outer jacket, light armor, loose tube construction, 6 fibers per tube, agency specified jacket label printing every 3 feet on the outer cable jacket.</p>
2	19	3.5 Warranty Requirements	Delete Section 3.5 Warranty Requirements – Revised and replace it with the attached Section 3.5 Warranty Requirements – Revised 1.
3	47	Schedule A	Delete Schedule A and replace it with the attached Schedule A (Revised).
4	48	Schedule B	Delete Schedule B and replace it with the attached Schedule B (Revised).
5	49	Schedule C	Delete Schedule C and replace it with the attached Schedule C (Revised).
6	50	Schedule D	Delete Schedule D and replace it with the attached Schedule D (Revised).

### 3.5 WARRANTY REQUIREMENTS - REVISED 1

The contractor shall provide warranty of products and services as follows:

<b>Warranty Service Level Requirements</b>		
<b>Hardware Category</b>	<b>Term</b>	<b>Other Requirements</b>
1. Cable & Wire Products	Manufacturer's standard warranty (One (1) year minimum)	Products must be eligible for manufacturer's extended warranty plans for a minimum of fifteen (15) years.
2. Cable Associated Hardware	Manufacturer's standard warranty (One (1) year minimum)	Products must be eligible for manufacturer's extended warranty plans for a minimum of fifteen (15) years.
3. Test Equipment	Manufacturer's standard warranty (One (1) year minimum)	Eligible for extended warranty plans quoted in one (1) year increments
4. Tools	Manufacturer's standard warranty (One (1) year minimum)	Eligible for extended warranty plans quoted in one (1) year increments

All structured cabling equipment Product Categories One and Two (see Section 3.1), shall carry the manufacturer's one (1) year standard warranty and must be eligible for manufacturers extended warranty plans for a minimum of fifteen (15) years (See Schedules A and B). The warranty and/or guarantee documents shall accompany the equipment when delivered. Any equipment to be replaced must be new and the same as or equal to the original product

All structured cabling equipment Product Categories Three and Four (see Section 3.1), shall carry the manufacturer's one (1) year standard warranty and should be eligible for manufacturers extended warranty plans quoted in one (1) year increments (See Schedules C and D). The warranty and/or guarantee documents shall accompany the equipment when delivered. Any equipment to be replaced must be new and the same as or equal to the original product

All equipment must be manufactured according to industry standards. All manufacturers' warranties must remain in full force and effect with the contractor even after the expiration of the contract.

## **SCHEDULE A (Revised)**

**08-X-36774 Communication/Telecommunication Cable, Wire and Associated Products**

**EXTENDED WARRANTY  
PRODUCT CATEGORY ONE – CABLE AND WIRE PRODUCTS  
(Section 3.5 – Manufacturer’s Extended Warranty Plans  
for a Minimum of Fifteen (15) Years)**

**Bidder to provide price list labeled Schedule A reflecting its extended warranty pricing.**

## **SCHEDULE B (Revised)**

**08-X-36774 Communication/Telecommunication Cable, Wire and Associated Products**

**EXTENDED WARRANTY  
PRODUCT CATEGORY TWO – CABLE ASSOCIATED HARDWARE  
(Section 3.5 – Manufacturer’s Extended Warranty Plans  
for a Minimum of Fifteen (15) Years)**

**Bidder to provide price list labeled Schedule B reflecting its extended warranty pricing.**

## ***SCHEDULE C* (Revised)**

**08-X-36774 Communication/Telecommunication Cable, Wire and Associated Products**

**EXTENDED WARRANTY  
PRODUCT CATEGORY THREE – TEST EQUIPMENT  
(Section 3.5 – Manufacturer’s Extended Warranty Plans in One (1) Year Increments**

**Bidder to provide price list labeled Schedule C reflecting its extended warranty pricing.**



## ***SCHEDULE D* (Revised)**

**08-X-36774 Communication/Telecommunication Cable, Wire and Associated Products**

**EXTENDED WARRANTY  
PRODUCT CATEGORY FOUR – TOOLS  
(Section 3.5 – Manufacturer’s Extended Warranty Plans in One (1) Year Increments**

**Bidder to provide price list labeled Schedule D reflecting its extended warranty pricing.**