

AGREEMENT - 1505C
Residence Hall Wireless Network Upgrade

THIS AGREEMENT, made this 21st of December 2021 in the county of Essex in the State of New Jersey by and between:

Montclair State University
1 Normal Avenue
Montclair, New Jersey 07043
(Hereinafter - MSU)

and

Aspire Technology Partners, LLC
25 James Way, Eatontown, NJ 07724
(Hereinafter – Contractor)

In consideration of the mutual promises herein, the parties agree as follows:

Term. The term of this contract will be from December 23, 2021 and will expire at the completion of the 3-year service packages for the installed hardware and software.

Pursuant to N.J.S.A. 18A:64:79, all multi-year contracts shall be subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation.

Service. As per the State of New Jersey Participating Addendum entered into as NJ State Contract # 21-TELE-01506 and Standard Terms and Conditions under the NASPO Value Point Contract for Data Communication Products and Services (2019 – 2024), State of Utah Contract reference number AR3227, the Contractor shall upgrade the University's residence halls' Cisco wireless access points to the latest Cisco Wi-Fi 6 technology as well upgrade the current switch equipment to Cisco's Multi-gigabit switching product line hereinafter called "Service" as described in Request for Quote #1505C dated November 3, 2021 which is incorporated and made part of this Agreement. Additionally, this Agreement also includes Addendum #2 dated November 22, 2021, Addendum # 1, dated November 15, 2021 and the Contractor's November 29, 2021 response to Request for Quote #1505C, including the Contractor's Price Sheet (Attachment #C) are incorporated and made part of this Agreement.

In the event of any inconsistency or conflict between or among the provisions of this Agreement and the attachments, the inconsistency or conflict should be resolved by giving precedence to the documents as follows: 1) Addendum #2; 2) Addendum #1; 3) Request for Quote #1505c, 4) Contractor's Response dated November 29, 2021. This agreement also includes Montclair State University's Standard Terms and Conditions and Notice of Executive Order 166 Requirement for Posting of Winning Proposal and Contract Documents, both which are included as attachments to this agreement.

Consideration. In full and complete consideration for the services rendered hereunder, Contractor shall invoice MSU for services provided by Contractor under terms of this agreement at rates stated in the Price Sheet, Attachment #C in Contractor's proposal dated November 29, 2021.

Payment Terms.

The Contractor shall make an application for payment and shall submit it to MSU for approval in accordance with the requirements of Terms and Conditions of this Agreement. Upon approval, MSU shall pay Contractor for work satisfactorily completed and identified on said application.

Compliance with Law. The Contractor shall comply with the provisions of Chapter 33, of title 52 on the Revised Statutes (R.S. 52:33-1 et seq.) requiring that preference be given to the use of domestic materials or as it may be governed by Federal Law or Regulations.

This Agreement shall be subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq., and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and obligations of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act.

Amendment. This Agreement may only be amended by mutual agreement of the parties, which shall be set forth in writing and signed by both parties.

Assignment. Neither party shall assign or transfer any interest under this Agreement without the express written consent of the other party. This Agreement is governed by the laws of the State of New Jersey.

Both parties to this Agreement confirm that they have read this Agreement, understand it and agree to be bound by its terms. Both parties further agree that this written instrument is the complete and exclusive statement of their agreement, which supersedes all prior statements, oral or written, relating to the subject matter of this Agreement

IN WITNESS WHEREOF, the parties to these present have executed this contract in three (3) counterparts, each of which shall be deemed an original, on the year and day first above mentioned.

ATTEST:


(Witness) _____ by _____


Aspire Technology Partners, LLC

LORRAINE AZZINARO, COO Name
(print)

12/21/2021 Title
Date

Corporate Seal

Jany Shue
(Witness)

by

Donna McMonagle
Montclair State University

Donna McMonagle
Name (print)

Vice President of Finance & Treasurer
Title

12/23/21
Date

Notice of Executive Order 166 Requirement for Posting of Winning Proposal
and Contract Documents

Principal State departments, agencies and independent State authorities must include the following notice in any solicitation:

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor's Disaster Recovery Office (GDRO Transparency Website).

The contract resulting from this [RFP/RFQ] is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the [RFP/RFQ], the winning bidder's proposal and other related contract documents for the above contract on the GDRO Transparency website.

In submitting its proposal, a bidder/proposer may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal or factual basis to assert that such designated portions of its proposal: (i) are proprietary and confidential financial or commercial information or trade secrets; or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. A Bidder's/Proposer's failure to designate such information as confidential in submitting a bid/proposal shall result in waiver of such claim.

The State reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning bidder/proposer accordingly. The State will not honor any attempt by a winning bidder/proposer to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning bidder's/proposer's assertion of confidentiality with which the State does not concur, the bidder /proposer shall be solely responsible for defending its designation.

MONTCLAIR STATE UNIVERSITY
STANDARD CONTRACT TERMS AND CONDITIONS

I. The contractor certifies that it understands and agrees that the following terms and conditions (collectively the "University's Standard Terms and Conditions") are incorporated into any contract awarded by the University.

II. In the event the terms and conditions within the contractor's proposal conflict with the University's Standard Terms and Conditions, the University's Standard Terms and Conditions will govern.

III. The contractor's status pursuant to the contract shall be that of an independent contractor and not an employee of the University.

1. LAWS REQUIRING MANDATORY COMPLIANCE BY ALL UNIVERSITY CONTRACTORS

1.1 BUSINESS REGISTRATION (Contracts in excess of \$5,160)

a. All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue conducting business in the State of New Jersey and prior to the University's execution of a contract with the contractor pursuant to N.J.S.A. 52:32-44(c). The contractor must provide proof of a valid and current business registration with the Division of Revenue to the University's Procurement Services Department before starting work under the contract. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at www.state.nj.us/njbgs/services/html. Contractor's failure to comply may result in the imposition of penalties by the University in accordance with all applicable laws.

b. All sub-contractors of the contractor must provide the contractor with a copy of a current and valid Business Registration Certificate. The contractor must forward the Business Registration Certificates of all subcontractors to the University's Procurement Services Department prior to any subcontractor starting work under the contract.

1.2 ANTI-DISCRIMINATION – The contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including those contained within Executive Order 61, N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued there under. Company agrees to the mandatory EEO/AA language for goods and services professional services contracts, or construction contracts awarded by a public agency, as applicable, as more fully set forth in N.J.A.C. 17:27-3.5 and 3.7 or N.J.A.C. 17:27-3.6 and 3.8 respectively, as if fully restated herein and as more fully stated on the University's website

at: <https://www.montclair.edu/procurement/wp-content/uploads/sites/159/2020/09/Form-AA302-Affirmative-Action-Language-8-31-20-webedit-kc.pdf> and <https://www.montclair.edu/procurement/wp-content/uploads/sites/159/2018/08/aa-language-for-construction.pdf>

1.3 PREVAILING WAGE ACT - The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into by the University, except those contracts which are not within the scope of the Act. The contractor's acceptance of the University's Standard Terms and Conditions is his guarantee that neither he nor any subcontractor he might employ to perform the work has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.

1.4 AMERICANS WITH DISABILITIES ACT - The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq. 1.4. Accessibility of online content and functionality will be measured according to the W3C's Web Content Accessibility Guidelines 2.0 Level AA ("Benchmarks for Accessibility"). Contractor shall ensure that content and functionality meet the Benchmarks for Accessibility or that equally effective alternate access can be provided that would ensure, to the maximum extent possible, individuals with disabilities receive the same benefits and services as their nondisabled peers.

1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT - The provisions of N.J.S.A. 34:5A-1 et seq. which requires the labeling of all containers of hazardous substances are applicable to the contract. Therefore, all goods offered for purchase to the University must be labeled by the contractor in compliance with the provisions of the Act.

1.6 OWNERSHIP DISCLOSURE – No Vendor Bidder that is a corporation , partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid by Montclair State University unless prior to the receipt of the bid or accompanying the bid, of said corporation , said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed. Vendor Bidders shall use the University's Ownership Disclosure Form.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange

Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

Refer to N.J.S.A. 52:25-24.2.

1.7 COMPLIANCE - LAWS - The contractor must comply with all local, state and federal laws, rules and regulations applicable to the contract and to the goods delivered and/or services performed under the contract.

1.8 COMPLIANCE WITH N.J.S.A. 19:44A-20.13 et seq. ("Pay to Play" Act). The University's Procurement Services Department will provide the selected contractor with a "Contractor's Certification and Disclosure of Political Contribution Form" to complete. The Procurement Services Department will forward the completed Form to the State Treasurer or his designee for review pursuant to the Act. In the event the State Treasurer determines that the Act precludes a contract award to the selected contractor, a contract award will not be made.

In the event a contract award is made, the contractor is under a continuing duty to disclose all contributions that may be made during the term of the contract. In such event, the contractor must immediately complete the Continuing Disclosure of Political Contributions Form and submit the completed Form to the University's Procurement Services Department. All forms and instructions are available from the University's Procurement Services Department.

1.9 POLITICAL CONTRIBUTION DISCLOSURE BY CONTRACTOR- If the contract is in excess of \$17,500, the contractor must comply with P.L. 2005, c.271, by completing and submitting to the University's Procurement Services Department the required Chapter 271 Political Contribution Disclosure Forms, before the effective date of the contract. Failure to comply with this political contribution disclosure requirement may result in the cancellation of the contract award and/or imposition of financial penalties by the New Jersey Election Law Enforcement Commission ("ELEC"). Additional information about this requirement is available from ELEC at 888-313-3532 or at <http://www.elec.state.nj.us/>.

1.10 CONTRACTOR ANNUAL ELEC DISCLOSURE OBLIGATION- The 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 <http://www.elec.state.nj.us/>.

1.11. SET-OFF FOR STATE TAXES AND CHILD SUPPORT- Pursuant to N.J.S.A. 54:49-19, if the contractor is entitled to payment under the contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

1.12. FEDERALLY FUNDED CONTRACTS – When applicable, contractor and subcontractor shall abide by the requirements of the Civil Rights Act of 1964, 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. To the extent applicable, Contractor shall comply with the Rider for Purchases Funded, in Whole or Part, by Federal Funds which is incorporated by reference as if fully restated herein and can be found on the University's Procurement webpage at: <https://www.montclair.edu/procurement/forms/>. Contractor shall also comply with the University's Policy and Procedures on Financial Conflict of Interest which can be found at: https://www.montclair.edu/sponsored-programs/wp-content/uploads/sites/194/2019/02/2017-Revised-FCOI_FINAL_5_15_2017_web.pdf

2. LIABILITIES

2.1 LIABILITY - COPYRIGHT - The contractor shall hold and save the University and the State of New Jersey, their respective officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

2.2 INDEMNIFICATION - The contracting party shall assume all risk of and responsibility for, and agrees to defend, indemnify and hold harmless the University, the New Jersey Educational Facilities Authority and the State of New Jersey, including their trustees, officers, employees, volunteers and agent from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property, of any person or persons whatsoever, which shall arise from or result directly or indirectly from the services provided under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

2.3 INSURANCE - The selected bidder shall secure and maintain in force for the term of the contract liability insurance as provided herein. All insurance coverage is subject to the approval of the University and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A- (VII) or better.

The selected bidder shall provide the University's Procurement Services Department current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty

(30) days written notice to the University's Procurement Services Department. All insurance required herein shall contain a waiver of subrogation in favor of the University. All insurance required herein, except Workers' Compensation, shall name Montclair State University, the State of New Jersey, and the New Jersey Educational Facilities Authority as additional insureds.

The insurance to be provided by the contractor for the term of the contract and any agreed upon extension thereof shall be as follows.

Commercial General Liability insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001 form without the approval of the University. The minimum limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, two million dollars (\$2,000,000) product/completed operations aggregate. A "per location or project endorsement" shall be included, so that the general aggregate limit applies separately to the location or project that is the subject of this contract.

Comprehensive Automobile Liability covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence.

Worker's Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction required to protect the employees of the contracting party and any subcontractor who will be engaged in the performance of this contract. The certificate must so indicate that no proprietor, partner, executive officer or member is excluded. This insurance shall include Employers' Liability Protection with a limit of liability not less than one million dollars (\$1,000,000) bodily injury, each occurrence, one million dollars (\$1,000,000) disease, each employee, and one million dollars (\$1,000,000) disease, aggregate limit. Lower primary limits will be accepted if employer's liability insurance is included under the umbrella insurance and the umbrella limit exceeds the employer's liability limit requirements.

Excess Liability, umbrella insurance form, applying excess of primary to the commercial general liability, commercial automobile liability and employer's liability insurance shall be provided with minimum limits of five million dollars (\$5,000,000) per occurrence, five million dollars (\$5,000,000) general aggregate, and five million dollars (\$5,000,000) products/completed operations. The contractor shall require all subcontractors to comply with all of the insurance requirements described above. It is a contractor option to determine the amount of excess liability it will require its subcontractors to carry. The contractor shall be responsible for obtaining certificates of insurance for all coverage and renewals thereof for each subcontractor prior to the subcontractor's beginning work on the project. The contractor shall provide copies of all subcontractor certificates of insurance to the University upon request.

3. CONTRACT EXTENSION

In the event the contract has an extension option and the University determines that it is in the best interest of the University to extend the contract, the contractor will be so notified at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the extension request. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

4. CONTRACT TERMINATION

a. Change of Circumstance:

Notwithstanding any provision or language in this contract to the contrary, where the needs of the University significantly change, or the contract is otherwise deemed no longer to be in the University's interest, the University may terminate the contract upon 30 days written notice to the contractor.

b. For cause:

1. Where the contractor fails to perform or comply with a contract, the University may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by documented late delivery, poor performance of service, short-shipping etc., the University may terminate the contract upon 10 days notice to the contractor.

In the event of contract termination under a. above i.e. Change of Circumstance, the contractor will be compensated by the University for

goods and/or services satisfactorily performed and accepted in accordance with the contract, up to the date of termination.

In the event of termination of the contract under b. above, i.e. For Cause, the University may acquire the goods and/or services which are the subject of the terminated contract from another source. If the price paid is greater than the contract price, the University may deduct the difference in price from any monies due the terminated contractor or, if no monies are due the terminated contractor, the difference in price shall be an obligation owed the University by the terminated contractor.

5. SUBCONTRACTING OR ASSIGNMENT

The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the University. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract. Nothing contained in the specifications shall be construed as creating a contractual relationship between any subcontractor and the University.

6. PERFORMANCE

GUARANTEE The

contractor certifies

that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the University that is operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the contractor's proposal from time of written acceptance by the University. The contractor will render prompt service without charge, regardless of geographic location.
- d. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- e. All services rendered to the University shall be performed in strict and full accordance with the specifications stated in the contract.

7. DELIVERY GUARANTEE

All items contracted for are F.O.B. Destination. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the University. The University reserves the right to deduct from the Contractor's invoice all charges incurred by the University in the event any items are shipped and delivered on a "Collect" basis via common carrier in lieu of the specified F.O.B. Destination.

The contractor is responsible for the delivery of material in first class condition to the University in accordance with good commercial practice. The contractor shall only ship those items and quantities that are covered by contract. If a review of material received indicates that material other than that covered by the contract has been ordered and delivered, the University will take such steps as are necessary to have the material returned, regardless of the time elapsed between delivery and discovery of the violation. Compliance with this requirement is the full responsibility of the contractor.

The University shall accept deliveries during normal business hours, 7:00 a.m. to 5:00 p.m. on normal business days (Monday through Friday).

All items must be delivered into and placed at a point within the buildings as directed by the University. Notification must be given 24 hours in advance on any single item weighing over 500 pounds by calling the University's Central Receiving at 973-655-4359.

Unloading and the placing of any supplies or equipment at specified site is the sole responsibility of the contractor. The contractor shall notify the assigned trucker for implementation of this requirement at no additional cost to the University.

In the event delivery of goods or services is not made within the number of days contracted, the University's Procurement Services Department may authorize the purchase of the goods and services from any available source. If the price paid is greater than the contract price, the University may deduct the difference in price from any monies due the defaulting contractor or, if no monies are due the defaulting contractor, the difference in price shall be an obligation owed the University by the defaulting contractor.

8. MAINTENANCE OF RECORDS

The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the University upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions. For contracts that total \$2 million or greater, the Contractor shall maintain

all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment, and such records shall be made available to the New Jersey Office of the State Comptroller upon request.

9. PRICE FLUCTUATION DURING CONTRACT

In the event of a contractor's price decrease during the contract period, the University shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period.

10. TAX CHARGES

The University is exempt from State sales or use taxes and Federal excise taxes. Prices charged must not include such taxes.

11. PAYMENT TO CONTRACTOR

Payment for goods and/or services purchased by the University will be made to the contractor within 30 days of the later of an acceptable invoice from the contractor or the University's acceptance of the contracted products and/or services.

12. STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the University, pursuant to Executive Order No. 189 (1988):

a. The contractor shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any University officer or employee or to any member of the immediate family, as defined by

N.J.S.A. 52:13D-13i., of any such University officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such University officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any University officer or employee from the contractor shall be reported in writing forthwith by the contractor to the Attorney General and the Executive Commission on Ethical Standards.

c. The contractor may not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such contractor to, any University officer or employee having any duties or

responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the University, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the University officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. The contractor shall not influence, or attempt to influence or cause to be influenced, any University officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. The contractor shall not cause or influence, or attempt to cause or influence, any University officer or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraph 12a. through 12e. shall not be construed to prohibit a University officer or employee from receiving gifts from the contractor under the same terms and conditions as are offered or made available to members of the general public.

13. NOTICES: All notices required under this contract shall be in writing and shall be validly and sufficiently served by the University upon the contractor if addressed and mailed by certified mail to the address set forth in the contractor's proposal. Notices from the contractor to the University shall be addressed and mailed by certified mail to the attention of the Director, Procurement Services Department, Montclair State University, Overlook Corporate Center, 150 Clove Road, Little Falls, N.J. 07424.

14. CLAIMS: Claims asserted 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.

15. APPLICABLE LAW: The contract and all litigation arising from or related to the contract shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be resolved by the Superior Court of New Jersey.

16. Pursuant to N.J.S.A. 18A:64-6.1, Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. In the event of any breach or violation of this warranty, the University shall have the right to terminate the contract without liability for payment to the contractor, or in its discretion, the University may deduct from the contract

price \the full amount of such commission, percentage, brokerage or contingent fee.

17. Contractor acknowledges that the Agreement may provide it access to paper and electronic student education records. Contractor agrees to abide by the limitations on re-disclosure of personally identifiable information from student education records as set forth in the Family Educational Rights and Privacy Act, 34 CFR 99.33(a) (2), which states that officers, employees and agents of a contractor that receive education record information from the University may use such information only for the purposes for which the disclosure was made by the University and as required by the Agreement.

18. To the extent applicable, Contractor agrees to the Standard Contractual Clauses for Controller/Processor pursuant to EU Commission Decision C(2010)593 and which are set forth in the University Data Protection Addendum which is incorporated by reference as if fully restated herein and can be found on the University website now or as may be amended in the future by the University to ensure compliance with applicable European Union governing laws, regulations, directives and guidance. See, <https://www.montclair.edu/procurement/forms/>.

19. REPORTS REQUIRED FOR SERVICE CONTRACTS. Pursuant to N.J.S.A. 34:11-56.14 and to the extent applicable, a Contractor who enters into a contract with the University for the purchase of services, shall provide a report to the Commissioner of Labor and Workforce Development, regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. To the extent applicable, the Contractor shall provide reports for every establishment of the Contractor having employees. To the extent applicable, the Contractor shall report such information using a form adopted by the Commissioner which can currently be found on the NJ Department of Labor website here:

[https://www.nj.gov/labor/forms_pdfs/equalpayact/mw563\(6-18\)annualequalpay.pdf](https://www.nj.gov/labor/forms_pdfs/equalpayact/mw563(6-18)annualequalpay.pdf).

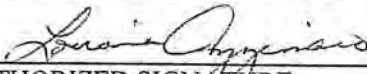
Instructions for filling out the form can also be found here:

https://www.nj.gov/labor/forms_pdfs/equalpayact/mw-564_instructions.pdf. Reports when required may be made via a printable PDF available on the Department of Labor web site, or uploaded in a spreadsheet. Completed reports should be emailed to: equalpayact@dol.nj.gov or such other address identified by the Commissioner. Reporting is not required by Contractors who have entered into a contract with the University to purchase only goods or products.

20. REPORTS REQUIRED FOR PUBLIC WORKS CONTRACTS. Pursuant to N.J.S.A. 34:11-56.14, a Contractor who enters into a contract with the University for a public work, as defined in N.J.S.A. 34:11-56.26, shall provide a report to the Commissioner of Labor and Workforce Development, through certified payroll records as required by N.J.S.A. 34:11-56.25, containing information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the Contractor

employed in the State of New Jersey in connection with the contract with the University. The Contractor shall provide a report to the Commissioner throughout the duration of the contract with an update to the information whenever payroll records are required to be submitted to the University pursuant to N.J.S.A. 34:11-56.25, et. seq. The Contractor shall report such information using a form adopted by the Commissioner which can currently be found on the NJ Department of Labor website here: https://www.nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf. Instructions for filling out the form can be found here: https://www.nj.gov/labor/forms_pdfs/equalpayact/mw-564_instructions.pdf. Reports may be made via a printable PDF available on the Department of Labor web site, or uploaded in a spreadsheet. Completed reports should be emailed to: equalpayact@dol.nj.gov or such other address identified by the Commissioner.

21. FORCE MAJEURE. Montclair State University will not be liable for performance delays or for non-performance due to unforeseen events such as acts of God, war, riot, national or state emergencies, epidemic/pandemic, labor dispute, fire, casualty, natural disaster, power failure or other circumstances beyond the University's reasonable control ("Force Majeure"). In the event of Force Majeure, the University shall send notice to the other party indicating those obligations, in whole or part, which cannot be performed as a result of Force Majeure, and the expected duration of the inability to perform. If Force Majeure exists for a period of 30 days or longer, the University may elect to reschedule or terminate the Agreement or Purchase Order. If the University elects to reschedule, the sole remedy provided to the other party shall be satisfaction of the obligations on a mutually agreeable date in the future, and a credit of amounts previously paid. In the event the University elects to terminate, the parties shall have no further obligation to each other except for payment obligations pro-rated to the date of termination. The University's obligation to make or refund payments to the other party shall be subject to the availability of annual appropriations by the State of New Jersey sufficient to meet all of the University's annual payment obligations.



AUTHORIZED SIGNATURE
LORRAINE AZZINARO

NAME
COO

TITLE
ASPIRE TECHNOLOGY PARTNERS, LLC

COMPANY NAME
12/21/2021

DATE

PRICE SHEET - ATTACHMENT C - Revised Addendum 2 Residence Hall Wireless Network Upgrade Project					
Bidder Name:			Aspire Technology Partners		
Instructions:			The Bidder must provide pricing in the yellow highlighted cells below, the rest will be automatically calculated.		
Bill of Materials					
Line No.	Description	Unit	All-Inclusive Discount Percentage**	Total List Cost for Bill of Materials Identified in Attachment B to be Purchased****	All-Inclusive Total Price Per Line
1	Discount Percentage off of List Price for Hardware and Software (on premise) (University is requesting best discount, must meet minimum discount % off list per Cisco AR3227 Master Agreement of 35%)	Each	55.6698%	\$6,115,651.79	\$2,711,081
2	Discount Percentage off of List Price for Service Packages (i.e., Maintenance, etc.) (University is requesting best discount, must meet minimum discount % off list per Cisco AR3227 Master Agreement of 10%)	Each	38.9308%	\$919,102.28	\$561,289
Total Price for Bill of Materials					\$3,272,370
Value Added Services					
Line No.	Description	Unit	All-Inclusive Price Per Unit**	Maximum Hours to Complete RFQ***	All-Inclusive Total Price Per Line
3	Hourly Rate for Onsite Value Added Services [Professional/ Deployment/ Consulting Advisory/ Architectural Design/ Statement of Work] (University is requesting best rate, must not exceed the not-to-exceed rate per Cisco AR3227 Master Agreement of \$743.17)	Hourly Rate	\$217.875	839	\$182,797
4	Hourly Rate for Remote Value Added Services [Professional/ Deployment/ Consulting Advisory/ Architectural Design/ Statement of Work] (University is requesting best rate, must not exceed the not-to-exceed rate per Cisco AR3227 Master Agreement of \$661.17)	Hourly Rate	\$217.870	515	\$112,203
Total Maximum Price for Value Added Services					\$295,000
All-Inclusive Maximum Total Price*			\$3,567,370		

* Price used to rank proposals from lowest to highest.

**All-Inclusive Price of all direct and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, equipment, materials, supplies, managerial support, documents, forms, travel, delivery, reproductions thereof and any other costs. No additional fees or costs shall be paid by the University unless there is a substantial change in the scope of work that is approved by a written addendum by both parties.

***Maximum hours permitted for all services outlined in the RFQ. These are firm hours for the maximum to be billed, no additional hours shall be paid by the University unless there is a change in the scope of work. If hours to complete the RFQ end up being less than the amount entered, the Contractor shall only bill for the total amount of hours services are rendered.

****Refer to Attachment B for bill of materials and list pricing for each item being requested.



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Supplier: S-00000496
ASPIRE TECHNOLOGY PARTNERS LLC
25 JAMES WAY
EATONTOWN, NJ 07724
United States of America

Ship To: Montclair State University
1 Normal Avenue
Montclair, NJ 07043
United States of America

Attention: [REDACTED]

Bill To: Accounts Payable
1 Normal Avenue
Montclair, NJ 07043
United States of America

Comments:

Residence Hall Wireless Network Upgrade
Request for Quote #1505C
NASPO NJ NVP #AR3227 New Jersey PA # 21-TELE-01506
Cat9120 General Deployment Internal Antenna Wireless Access Points

Tax Exempt? Y

Line-Sch	Description	Item Name	Quantity	UOM	PO Price	Extended Amt	Due Date
2	Quote #: 1505C PS Credit Allowance from Campus Site Survey (1/2 of \$100K= - \$50,000.00 -\$50,000.00 \$50K		1	Each	-50,000.00	-50,000.00	
3	Aspire ATPQ44004 Residence Hall Wireless Network Upgrade Request for Quote #1505C/MSU BoT Waiver: #221278/NASPO NJ NVP #AR3227 New Jersey PA #21-TELE-01506/ Cat9120 General Deployment Internal Antenna Wireless Access Points C9120AXI-B C9120AX Internal 802.11ax 4x4:4 MIMO;IOT;BT5;mGig;USB;RHL		1961	Each	747.80	1,466,435.80	
4	Internal Antenna: SW9120AX- CAPWAP-K9 Capwap software for Catalyst 9120AX		1961	Each	0.00	0.00	
5	Internal Antenna: AIR-AP- BRACKET-1 802.11 AP Low Profile Mounting Bracket (Default)		1961	Each	0.00	0.00	
6	Internal Antenna: AIR-AP-T-RAIL-R Ceiling Grid Clip for APs & Cellular Gateways-Recessed		1961	Each	0.00	0.00	
7	Internal Antenna:CDNA-A-C9120 Wireless Cisco DNA On-Prem Advantage, 9120 Tracking		1961	Each	0.00	0.00	
8	Internal Antenna:DNA-A-3Y-C9120 C9120AX Cisco DNA On-Prem Advantage 3Y Term,Trk Lic		1961	Each	0.00	0.00	
9	Internal Antenna: AIR-DNA-A Wireless Cisco DNA On-Prem Advantage, Term Lic		1961	Each	0.00	0.00	

Authorized Signature

Donna McManagle

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10	Internal Antenna AIR-DNA-A-3Y Wireless Cisco DNA On-Prem Advantage, 3Y Term Lic	1961	Each	304.38	596,889.18
11	Internal Antenna PI-LFAS-AP-T Prime AP Term Licenses	1961	Each	0.00	0.00
12	Internal Antenna PI-LFAS-AP-T-3Y PI Dev Lic for Lifecycle & Assurance Term 3Y	1961	Each	0.00	0.00
13	Internal Antenna: AIR-DNA-A-T Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic	1961	Each	0.00	0.00
14	Internal Antenna AIR-DNA-A-T-3Y Wireless Cisco DNA On-Prem Advantage, 3Y Term, Tracker Lic	1961	Each	0.00	0.00
15	Internal Antenna: AIR-DNA- NWSTACK-A AIR CISCO DNA Perpetual Network Stack	1961	Each	0.00	0.00
16	Internal Antenna:D-DNAS-EXT-BUN- T Cisco DNA Spaces Extend Term License for Cisco DNA	1961	Each	0.00	0.00
17	Internal Antenna D-DNAS-EXT- BUN-3Y Cisco DNA Spaces Extend for Cisco DNA - 3Year	1961	Each	0.00	0.00
18	Internal Antenna NETWORK-PNP- LIC Network Plug-n-Play Connect for zero-touch device deployment	1961	Each	0.00	0.00
19	Internal Antenna:1 C9120AXI- SINGLE SINGLE PACK OPTION	1961	Each	0.00	0.00
20	Internal Antenna C9120-OVER C9120AX OVERPACK OPTION	1961	Each	0.00	0.00
21	External Antenna: C9120AXE-B C9120AX External 802.11ax 4x4:4 MIMO;IOT;BT5;mGig;USB;RHL	79	Each	788.66	62,304.14
22	External AntennaSW9120AX- CAPWAP-K9 Capwap software for Catalyst 9120AX	79	Each	0.00	0.00
23	External Antenna AIR-AP- BRACKET-1 802.11 AP Low Profile Mounting Bracket (Default)	79	Each	0.00	0.00
24	External Antenna AIR-AP-T-RAIL-R Ceiling Grid Clip for APs & Cellular Gateways-Recessed	79	Each	0.00	0.00
25	External Antenna CDNA-A-C9120 Wireless Cisco DNA On-Prem Advantage, 9120 Tracking	79	Each	0.00	0.00
26	External Antenna DNA-A-3Y-C9120 C9120AX Cisco DNA On-Prem Advantage 3Y Term,Trk Lic	79	Each	0.00	0.00
27	External Antenna AIR-DNA-A Wireless Cisco DNA On-Prem Advantage, Term Lic	79	Each	0.00	0.00
28	External Antenna AIR-DNA-A-3Y Wireless Cisco DNA On-Prem Advantage, 3Y Term Lic	79	Each	304.38	24,046.02
29	External Antenna PI-LFAS-AP-T Prime AP Term Licenses	79	Each	0.00	0.00
30	External Antenna PI-LFAS-AP-T-3Y PI Dev Lic for Lifecycle & Assurance Term 3Y	79	Each	0.00	0.00

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31	External Antenna AIR-DNA-A-T Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic	79	Each	0.00	0.00
32	External Antenna AIR-DNA-A-T-3Y Wireless Cisco DNA On-Prem Advantage, 3Y Term, Tracker Lic	79	Each	0.00	0.00
33	External Antenna AIR-DNA- NWSTACK-A AIR CISCO DNA Perpetual Network Stack	79	Each	0.00	0.00
34	External Antenna D-DNAS-EXT- BUN-T Cisco DNA Spaces Extend Term License for Cisco DNA	79	Each	0.00	0.00
35	External Antenna D-DNAS-EXT- BUN-3Y Cisco DNA Spaces Extend for Cisco DNA - 3Year	79	Each	0.00	0.00
36	External Antenna NETWORK-PNP- LIC Network Plug-n-Play Connect for zero-touch device deployment	79	Each	0.00	0.00
37	External Antenna C9120AXE- SINGLE SINGLE PACK OPTION	79	Each	0.00	0.00
38	External Antenna C9120-OVER C9120AX OVERPACK OPTION	79	Each	0.00	0.00
39	External Antenna AIR-ANT2566P4W- R= 2.4 GHz 6 dBi/5 GHz 6 dBi Directional Ant., 4-port, RP-TNC	79	Each	334.64	26,436.56
40	External Antenna AIR-CAB002- DART-R= 2 ft Smart Antenna Connector to RP-TNC connectors	79	Each	181.09	14,306.11
41	MGig UPoE C9300-24UX-A Catalyst 9300 24-port mGig and UPOE, Network Advantage	52	Each	5,638.77	293,216.04
42	MGig UPoE C9300-NW-A-24 C9300 Network Advantage, 24-port license	52	Each	0.00	0.00
43	MGig UPoE SC9300UK9-173 UNIVERSAL	52	Each	0.00	0.00
44	MGig UPoE PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply	52	Each	0.00	0.00
45	MGig UPoE CAB-TA-NA North America AC Type A Power Cable	104	Each	0.00	0.00
46	MGig UPoE STACK-T1-50CM 50CM Type 1 Stacking Cable	52	Each	44.09	2,292.68
47	MGig UPoE CAB-SPWR-30CM Catalyst Stack Power Cable 30 CM	52	Each	41.89	2,178.28
48	MGig UPoE C9300-DNA-A-24 C9300 DNA Advantage, 24-port Term Licenses	52	Each	0.00	0.00
49	MGig UPoE C9300-DNA-A-24-3Y C9300 DNA Advantage, 24-Port, 3 Year Term License	52	Each	1,210.41	62,941.32
50	MGig UPoE TE-EMBEDDED-T Cisco ThousandEyes Enterprise Agent IBN Embedded	52	Each	0.00	0.00
51	MGig UPoE TE-EMBEDDED-T-3Y ThousandEyes - Enterprise Agents	52	Each	0.00	0.00
52	MGig UPoE PI-LFAS-T Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	52	Each	0.00	0.00

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53	MGig UPoE PI-LFAS-AP-T-3Y PI Dev Lic for Lifecycle & Assurance Term 3Y	52	Each	0.00	0.00
54	MGig UPoE D-DNAS-EXT-S-T Cisco DNA Spaces Extend Term License for Catalyst Switches	52	Each	0.00	0.00
55	MGig UPoE D-DNAS-EXT-S-3Y Cisco DNA Spaces Extend for Catalyst Switching - 3Year	52	Each	0.00	0.00
56	MGig UPoE NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment	52	Each	0.00	0.00
57	MGig UPoE C9300-SSD-NONE No SSD Card Selected	52	Each	0.00	0.00
58	MGig UPoE NM-BLANK-T1 Cisco Catalyst Type 1 Network Module Blank	52	Each	0.00	0.00
59	MGig UPoETE-C9K-SW TE agent for IOSXE on C9K	52	Each	0.00	0.00
60	MGig UPoE C9300-NM-NONE No Network Module Select	52	Each	0.00	0.00
61	MGig UPoE PWR-C1-1100WAC-P/2 1100W AC 80+ platinum Config 1 Secondary Power Supply	52	Each	837.70	43,560.40
62	MGig UPoE C9300-NM-8X= Catalyst 9300 8 x 10GE Network Module, spare	38	Each	1,165.95	44,306.10
63	MGig UPoE STACK-T1-1M= 1M Type 1 Stacking Cable	3	Each	111.98	335.94
64	MGig UPoE CAB-SPWR-150CM= Catalyst Stack Power Cable 150 CM Spare	3	Each	99.74	299.22
65	Consolidation Switches: C9500-48Y4C-A Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	2	Each	8,330.95	16,661.90
66	Consolidation Switches C9500-NW-A C9500 Network Stack, Advantage	2	Each	0.00	0.00
67	Consolidation Switches SC9500HUK9-173 Cisco Catalyst 9500H XE.17.3 UNIVERSAL	2	Each	0.00	0.00
68	Consolidation Switches C9K-PWR-650WAC-R 650W AC Config 4 Power Supply front to back cooling	2	Each	925.88	1,851.76
69	Consolidation Switches C9K-PWR-650WAC-R/2 650W AC Config 4 Power Supply front to back cooling	2	Each	0.00	0.00
70	Consolidation Switches CAB-C13-C14-2M Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	4	Each	0.00	0.00
71	Consolidation Switches C9K-T1-FANTRAY Catalyst 9500 Type 4 front to back cooling Fan	4	Each	0.00	0.00
72	Consolidation Switches C9500-DNA-48Y4C-A C9500 DNA Advantage, Term License	2	Each	0.00	0.00
73	Consolidation Switches C9500-DNA-A-3Y Cisco Catalyst 9500 DNA Advantage 3 Year License	2	Each	7,286.57	14,573.14

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74	Consolidation Switches PI-LFAS-T Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	6	Each	0.00	0.00
75	Consolidation Switches PI-LFAS-AP-T-3Y PI Dev Lic for Lifecycle & Assurance Term 3Y	6	Each	0.00	0.00
76	Consolidation Switches NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment	2	Each	0.00	0.00
77	Consolidation Switches C9500-SSD-NONE No SSD Card Selected	2	Each	0.00	0.00
78	Consolidation Switches C9K-F1-SSD-BLANK Cisco pluggable SSD storage	2	Each	0.00	0.00
79	Consolidation Switches QSFP-40G-LR4-S QSFP 40GBASE-LR4 Trnscvr Mod, LC, 10km, Enterprise-Class	8	Each	4,805.74	38,445.92
80	SmartNet CON-SNT-C9120BIX SNTC-8X5XNBD Cisco Catalyst 9120AX Series	1961	Each	124.95	245,026.95
81	Smartnet	79	Each	132.09	10,435.11
82	SmartNet CON-SNT-C9105AIB SNTC-8X5XNBD Cisco Catalyst 9105AX Series	189	Each	55.34	10,459.26
83	SmartNet CON-SNC-C93024XU SNTC-NCD Catalyst 9300 24-port mGig and UPOE, Network	132	Each	2,161.85	285,364.20
84	SmartNet CON-SNTP-C9504YA4 SNTC-24X7X4 Catalyst 9500 48-port 25/100G only, Adva	2	Each	5,001.57	10,003.14
85	DNA ALC-DNAC-OFFER Requires Advantage or Premier Subscription Purchase	1	Each	0.00	0.00
86	DNA DN2-HW-APL-XL-U DNA Center Appliance (Gen 2)- 112 core for Promos	1	Each	0.00	0.00
87	DNA DNA-SW-2.1.2 Cisco DNA Center SW 2.1.2	1	Each	0.00	0.00
88	DNA CAB-C13-C14-2M Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	2	Each	0.00	0.00
89	DNA DN2-PCIE-ID10GF Intel X710-DA2 dual-port 10G SFP+ NIC	1	Each	0.00	0.00
90	DNA DN2-SD-64G-S 64GB SD Card for UCS Servers	1	Each	0.00	0.00
91	DNA DN2-TPM2-002 Trusted Platform Module 2.0 for UCS servers	1	Each	0.00	0.00
92	DNA DN2-SD38T61X-EV 3.8TB 2.5 inch Enterprise Value 6G SATA SSD	2	Each	0.00	0.00
93	DNA DN2-C480-8HDD UCS C480 M5 Drive Module for 8x HDD	3	Each	0.00	0.00
94	DNA DN2-C480-CM UCS C480 M5 CPU Module w/o CPU, mem	2	Each	0.00	0.00
95	DNA DN2-MSTOR-SD Mini Storage Carrier for SD (holds up to 2)	1	Each	0.00	0.00
96	DNA DN2-PSU1-1600W Cisco UCS 1600W AC Power Supply for Rack Server	4	Each	0.00	0.00

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97	DNA DN2-RAID-M5HD Cisco 12G Modular RAID controller with 4GB cache	1	Each	0.00	0.00
98	DNA DN2-PCIE-IQ10GF Intel X710 quad-port 10G SFP+ NIC	1	Each	0.00	0.00
99	DNA DN2-SD19T61X-EV 1.9TB 2.5 inch Enterprise Value 6G SATA SSD	16	Each	0.00	0.00
100	DNA DN2-SD480G6I1X-EV 480GB 2.5 inch Enterprise Value 6G SATA SSD	2	Each	0.00	0.00
101	DNA DN2-MR-X32G2RT-H 32GB DDR4-2933-MHz RDIMM/2Rx4/1.2v	24	Each	0.00	0.00
102	DNA DN2-CPU-I8276 Intel 8276 2.2GHz/165W 28C/38.50MB DCP DDR4 2933 MHz	4	Each	0.00	0.00
103	DNA DN2-HW-APL-XL-LIC Cisco DNAC Appliance License- 112 Core	1	Each	0.00	0.00
1	Configuration and Installation Services as per RFQ and SoW				345,000.00
Total PO Amount					<u>3,567,369.17</u>

IMPORTANT: Reference purchase order number on all invoices.
For electronic submission of invoice, please send invoices to: invoices@Montclair.edu
The vendor's delivery of goods and services shall be deemed an acceptance of the terms and conditions on the University's PO and the University's standard terms and conditions found at the following link: <https://www.montclair.edu/procurement/wp-content/uploads/sites/159/2021/06/Standard-Terms-and-Conditions-rev-by-mca-6-2-21.pdf>.
In the event there is a conflict between the terms and conditions on the vendor's contract and the University's terms and conditions, then the University's terms and conditions shall control.

Please see MSU Term & Conditions Related to COVID-19 Vaccination & Testing / EO271.
<https://www.montclair.edu/procurement/wp-content/uploads/sites/159/2021/10/COVID-19-Contract-Addendum-for-Vaccine-and-Testing.pdf>

Montclair State University Residence Hall Wireless Network Upgrade Project RFQ 1505C

Montclair State University through the State of New Jersey Participating Addendum entered into as NJ State Contract # 21-TELE-01506 and Standard Terms and Conditions under the NASPO Value Point Contract for Data Communication Products and Services (2019 – 2024), State of Utah Contract reference number AR3227, is seeking a bidder to upgrade the University's Cisco wireless access points to the latest Cisco Wi-Fi 6 technology as well upgrade the current switch equipment to Cisco's Multi-gigabit switching product line. This project will involve the installation of a wireless infrastructure in all 15 of the Residential Halls on campus - both indoors and on building exteriors to cover nearby outdoor spaces. No Public Works Certificate will be required for this upgrade, this is not a prevailing wage project.

The COVID-19 pandemic and subsequent growth in online and hybrid learning over the past 18+ months has caused an increased dependency upon electronic communications for the University's core mission of teaching and learning. We have seen a significant increase in the demand placed on the network, including dramatic increases in the number of connected devices, growth in traffic related to courses and many critical processes such as registration, grades and transcripts, as well as increased network security risks that must be monitored and mitigated. In addition, the nature of the applications required for distance learning during the pandemic and beyond - specifically video conferencing tools – have severely taxed our existing WiFi infrastructure as it was not designed for the high volume, low latency network requirements of students who are live-video streaming many of their classes.

These changes have necessitated a major network upgrade to address additional bandwidth and device capacity to support our students and faculty earlier than would have been planned for by the University as part of a normal technology lifecycle refresh. Residential students in particular have been impacted by the evolving remote and hybrid learning models that require a robust and high-performance wireless network connection from their residence hall or other non-traditional classroom environment.

The new network installation must be configured to provide an agile wireless network that will support applications that are both bandwidth intensive and latency sensitive. The wireless network must provide for seamless roaming within all residence hall buildings and their nearby outdoor areas while maintaining an acceptable level of performance as defined in Table #1. The solution must have the flexibility to rapidly deploy applications such as video conferencing, IPTV, VoIP, video streaming services, online gaming, and any other real-time application to all endpoints without excessive jitter, loss of quality, or RF signal. In addition, the wireless backbone must be capable of seamlessly supporting the network connectivity needs of building infrastructure equipment such as access control systems, building automation systems, video surveillance systems as well as building lighting systems.

The overall scope of the project will encompass the following tasks:

- Review the existing network environment and configurations and make any recommendations for improvements or optimizations to prepare for the new network installation, such as verifying data closet capacity, equipment firmware versions, etc.
- Installation and configuration of the Wireless Access Points and related switching equipment using the preliminary design recommendations and bill of materials provided by MSU as a guide.
- Configuration of switch uplinks and tuning and configuration of the wireless controllers with any new technology enhancements to ensure optimal performance of the new wireless infrastructure.
- All networking devices installed by the Bidder must be configured to send device statistics, error reports, diagnostic output and other relevant data to a central log repository (provided by MSU). Log data should be produced in an industry-standard log file format such as syslog so that it can be imported and manipulated by third party data analysis applications.
- Review configuration of existing Cisco ISE network access control appliances and make recommendations for improvements or optimizations.
- Provision QoS on all related Access Layer switches, Distribution and Core interfaces to ensure the best WiFi experience, particularly for latency-sensitive applications such as audio/video conferencing and VoIP.
- Create and import WiFi heatmaps into Cisco Prime.
- Work with the University-selected wiring contractor for the Wireless Access Points and outdoor antenna installations.
- Configuration of existing Cisco DNA center appliance to support new wireless network installation.
- Perform post-installation performance validation surveys per building.
- Provide complete as-built documentation.

At the completion of the new wireless infrastructure installation in each building, the Bidder must perform a post-install validation survey in that building using the Ekahau Pro and Sidekick system. These per-building surveys should be conducted by an Ekahau-certified engineer. The Ekahau reports and associated data must be delivered as part of the final as-built documentation package.

Table #1

	2.4GHz	5GHz	
Minimum Signal Strength	-62	-65	dBm
Minimum Secondary Signal Strength		-65	dBm
Minimum Signal-to-Noise Ratio	30	30	dB
Minimum Data Rate	54	400	Mbps
Max Channel Interference at minimum Signal Strength -85dBm	2	1	
Minimum Number of Access Point seen by client at -85dBm	2	1	
Maximum Round Trip Time (RTT) Delay	50	50	ms
Packet Loss	0	0	%

Other Requirements and Considerations

PROJECT TIME FRAME - While acknowledging that worldwide supply chain constraints may impact equipment availability and delivery times, Montclair State is anticipating that all equipment related to this project will be delivered on site prior to June 30, 2022. It is also the University's expectation that installation and configuration will occur as soon as sufficient quantities of equipment are available to complete a particular residence hall building and as such the per-building installation schedule may need to be adjusted throughout the duration of the project. Montclair State's goal is to have the entire project completed prior to December 30, 2022. If Bidder is not confident in being able to meet these time frame expectations they must make note of it in their bid response and propose an alternate time frame.

STAFF CERTIFICATIONS – The Bidder must have an active CCIE Wireless engineer assigned to the project. The Bidder should also have an active ECSE Certified Ekahau Engineer on their team to perform the post-installation survey. Please submit with your quote verification that the individuals assigned to the project have this certification.

BILL OF MATERIALS - Montclair State University has provided a Bill of Materials (BOM) as Attachment B. This BOM is based on the wireless survey and design work performed in the residence halls in the spring/summer of 2021 and should be used by the Bidder as a reference guide for the quantity and models of Cisco wireless Access Points and switches to support this project.

Please note that MSU has already purchased a portion of the equipment as indicated on the Bill of Materials, so Bidder's response should only reflect the additional required equipment.

PRICING – Bidder must respond to Attachment C – Price Sheet included with this RFQ.

1. Regarding the BOM, the Bidder must provide an all-inclusive discount percentage off list price for Hardware and Software (on premise), as well as for Service Packages (i.e., Maintenance, etc.). The University is requesting your firm's best discount, but at minimum the discount percentage must meet the minimum discount per the Cisco AR3227 Master Agreement. Please refer to Attachment B - Bill of Materials for further details-
2. Regarding the Value-Added Services, the Bidder must provide an all-inclusive hourly rate for Onsite Value-Added Services and Remote Value-Added Services. The University is requesting the best discount but the hourly rate must not exceed the not-to-exceed rate per the Cisco AR3227 Master Agreement. In addition, the Bidder must fill in the Maximum Hours to Complete RFQ on Price Sheet, Attachment C. These are firm hours for the maximum to be billed, no additional hours shall be paid by the University unless there is a change in the scope of work. If hours to complete the RFQ end up being less than the amount entered, the Contractor shall only bill for the total amount of hours services are rendered.

GENERAL INSTALLATION - The Bidder shall be responsible for furnishing, setting in place, installing and configuring all equipment unless otherwise noted. The installation process includes, but is not limited to the following:

- Provide the MSU project team with inventory receipts of all equipment delivered to Montclair State University

- Store all equipment in secure locations on campus (to be determined by MSU) until the equipment is installed
- Transport devices and all components to designated locations for installation
- Review all configurations and installation procedures with MSU's Networking & Communications Infrastructure team prior to beginning work in a particular building and as needed during the installation process
- Cable and configure all components as necessary, in coordination with the MSU-contracted wiring provider
- Configure all equipment and software onsite.
- Maintain equipment inventory and project status documents and make those documents available to the MSU project team during the course of the project.
- Day to day clean-up of all materials, debris and rubbish related to the installation and return all old equipment to designated campus location.
- Discard all trash and packaging at locations designated by the University and in accordance with all applicable material disposal regulations

Please note that current field conditions for existing campus network equipment (for example quantity of available switch ports) may have varied slightly since the spring/summer 2021 when the site surveys were performed in the residence halls. It is expected that the successful Bidder will adjust accordingly to work within any reasonable and expected field variances and will take such variances into account as part of their bid response.

NETWORK RELIABILITY - Montclair State University strives for 100% reliability in its network infrastructure from the user edge through the core and to the Internet. With the pervasive use of wireless technology by resident students for both course-related and recreational/entertainment activities, the residence hall wireless network must deliver the same "5-nines" (99.999%) of reliability as the rest of the campus network.

EXISTING WIRELESS ENVIRONMENT - The new WiFi-6 wireless network that will be installed during this project will not be the only wireless system on campus. Throughout the installation process of each phase of the project the Bidder must make every reasonable effort to minimize disruptions of network services to the MSU user community. It is imperative that the new wireless network coexist and fully function in a mixed environment of old vs. new equipment before, during, and after installation.

BUILDING AESTHETICS - It is the Bidder's responsibility to perform all work in such a manner as to maintain building aesthetics and appearance wherever possible. If technical or structural issues require that the installation of equipment affect the aesthetics of the location, Bidder will inform MSU in writing prior to commencing installation at that location.

NETWORK AS-BUILT DIAGRAMS – As part of the project deliverables, the Bidder will create a detailed physical network diagram using AutoCAD or Visio software (i.e., As-Built). The per-building diagrams shall show the location of all new network equipment installed as part of the project as well as details of all backbone connections between equipment. The per-building network as-built diagrams shall include:

- Equipment location
- Equipment model

- Serial number
- IP Address information
- Backbone port, media, and speed settings
- Ether Channel and trunk settings
- VLAN assignments
- Receiver sensitivity (wireless APs)
- Antenna direction (wireless APs)
- RF channel (wireless APs)
- Any other special device settings and configuration detail

The above network information must also be provided as an Excel spreadsheet document.

COORDINATE SCHEDULE - The Bidder and any subcontractor(s) shall conduct all work in coordination with MSU regarding the schedule of classes within each school, building or room. No work activity shall disrupt the regular school day schedule or in any way intrude upon teaching. This may require working after class session hours. The Bidder and Bidder's sub-contractor(s) shall adhere to any and all conduct requirements of Montclair State University. It is the Bidder's responsibility to familiarize their staff (including all sub-contractors) with any conduct requirements and adhere to those requirements.

SITE SURVEY – MSU performed a site survey of all residence hall buildings in the spring/summer of 2021 and has developed a proposed network design based on that survey (see Attachment A - Residence Hall WAP, switch, and closet details). ***This proposed design should be used as a reference point for the wireless Access Point and associated switching equipment installation locations. It is the Bidder's sole responsibility to provide the required coverage to deliver the aforementioned services in the buildings surveyed.*** If the Bidder needs to make adjustments to the proposed design to meet network performance specifications during installation, the Bidder must note and review those changes with the MSU project team and obtain sign-off prior to making any changes. The Bidder must also make the appropriate edits/markups to the MSU-provided design documents to reflect those changes as part of the final as-built documentation package.

PAYMENT SCHEDULE – Montclair State University will disburse payment to the successful Bidder based on the following project milestones:

- Cisco Equipment: Payment will be net 30 from the date the equipment is delivered to and accepted by MSU;
- Installation Services: Progress payments will be made to the awarded bidder upon the successful installation of the Cisco Wi-Fi 6 technology per residence hall. Post installation testing will be used to determine whether the installation has been finalized and payment will not be made prior to final approval (see below). Payment for each building will be made based upon the percentage of work completed.

POST-INSTALLATION TESTING - The Bidder must demonstrate that the solution has met the requirements in this document by successfully passing the per-building post-installation testing as described below. Should the post-installation testing fail because of a problem with the Bidder(s) products or deployment configuration, the University reserves the right to withhold payment for that building until the problem(s) have been resolved to the University's satisfaction. MSU will make its support team available as needed during the post-installation testing.

Bidder will fully deploy and make operational the wireless solution in designated buildings and test the solution against the requirements on all Wi-Fi bands. This will include confirmation of:

- Confirm user authentication, guest and temporary user provisioning services, as well as device registration processes are functioning properly.
- Density testing to confirm the maximum number of client devices supported per Access Point meet Cisco's published specifications.
- Demonstrate seamless client roaming between Access Points as well as controllers.
- Ability to support university used applications, such as video conferencing, and streaming services without noticeable latency, jitter, and zero packet loss.
- Dynamic RF configuration.
- Rogue access point detection, isolation, and elimination services are operational.
- Signal quality (receiver sensitivity range should be better than -65 dBm, preferred -58dBm or at a required range to provide the best user experience on a Video Conferencing systems, VoIP calls, real-time gaming applications and streaming services.)
- Data rate test to facilitate WiFi uploads and downloads speeds of at least 200Mbps each way.
- Leverage current DNA center appliance for automation capability for provisioning and change management with enhanced analytics and that pulls streaming telemetry.

The per-building deployment is considered complete when both MSU and the Bidder agree in writing that the results of the post-installation testing are satisfactory. If the University's objectives cannot be delivered as part of the Bidder's proposal, Bidder must indicate the reason(s).

FINAL ACCEPTANCE – The solution proposed shall be defined to be finally accepted by Montclair State University after the installation of all equipment has been completed, successful testing has occurred in all residence hall buildings, and all as-built documentation has been delivered and approved by MSU.

MONTCLAIR STATE UNIVERSITY TERMS AND CONDITIONS RELATED TO COVID-19 VACCINATION AND TESTING REQUIRED BY NJ EXECUTIVE ORDER 271
(hereinafter referred to as “COVID-19 CONTRACT ADDENDUM” or “ADDENDUM”)

1. This COVID-19 Contract Addendum does not apply to contracts providing financial assistance to or from the University, including but not limited to grants, bonds, or loans; contracts or subcontracts whose total value is less than the University’s bid advertising threshold; contracts where workers perform work entirely outside of the State of New Jersey; and/or contracts solely for the provision of goods.
2. For purposes of this COVID-19 Contract Addendum, the term “Covered Contractor” means, unless otherwise excluded by paragraph 1 above, contracts executed on and after October 20, 2021, requests for proposal soliciting a contract issued on and after October 20, 2021, extension or renewal of an existing contract executed on and after October 20, 2021, and option on an existing contract exercised on and after October 20, 2021, and: a) where the contract is for services, construction (including demolition, remediation, removal of hazardous substances, alteration, custom fabrication, repair work, or maintenance work) or a leasehold interest in real property through which the workers of covered contracts have access to State property, and b) the cost or contract price thereof is to be paid, in whole or in part, with or out of University funds.
3. For purposes of this COVID-19 Contract Addendum, the term “Covered Worker” means any full-time or part-time worker for a covered contractor working on or in connection with a contract with Montclair State University that requires such worker to enter, work at, or provide services in any place, site, installation, building, room, or facility in which Montclair State conducts official business or is within the University’s custody or control, or that relates to offering services for University employees or their dependents, students, or the general public.
4. Covered Contractors agree that the following terms and conditions are incorporated into the contract awarded by the University and any of Covered Contractor’s subcontracts at any tier.
5. Covered contractors shall require all covered workers to either provide adequate proof to the covered contractor that they have been fully vaccinated or submit to COVID-19 testing no less than one or two times per week. Any covered worker that has not provided adequate proof that the covered worker is fully vaccinated must submit to a minimum of weekly or twice weekly testing on an ongoing basis until fully vaccinated.
6. Covered contractors shall cause their covered workers to demonstrate proof of full COVID-19 vaccination status by presenting the following documents to the covered contractor if they list COVID-19 vaccines currently authorized by the U.S. Food & Drug Administration (“FDA”) for emergency use (“EUA”) in the United States and/or the World Health Organization (“WHO”), along with an administration date for each dose:

- a. The CDC COVID-19 Vaccination Card issued to the vaccine recipient by the vaccination site, or an electronic or physical copy of the same;
- b. Official record from the New Jersey Immunization Information System or other State immunization registry;
- c. A record from a health care provider's portal/medical record system on official letterhead signed by a licensed physician, nurse practitioner, physician's assistant, registered nurse or pharmacist;
- d. A military immunization or health record from the United States Armed Forces; or
- e. Docket mobile phone application record or any state specific application that produces a digital health record.

Covered contractors collecting vaccine information from covered workers must comport with all federal and State laws, including but not limited to the Americans with Disabilities Act, that regulate the collection and storage of that information.

7. To satisfy the testing requirement, a covered worker who is not vaccinated must undergo screening testing at minimum one to two times weekly. Where a covered contractor requires an unvaccinated covered worker to submit proof of a COVID-19 test, the worker may choose either antigen or molecular tests that have EUA by the FDA or are operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Where a covered contractor provides the unvaccinated covered worker with on-site access to COVID-19 tests, the covered contractor may similarly elect to administer or provide access to either an antigen or molecular test. If the covered worker is not working on-site during a week where testing would otherwise be required, the covered contractor's policy need not require the worker to submit to testing for that week. This requirement shall not supplant any requirement imposed by the covered contractor regarding diagnostic testing of symptomatic workers or screening testing of vaccinated workers.
8. For purposes of this Addendum, a covered worker shall be considered fully vaccinated for COVID-19 two weeks or more after they have received the second dose in a two-dose series of a vaccine or two weeks or more after they have received a single-dose vaccine. Individuals will only be considered fully vaccinated where they have received a COVID-19 vaccine that is currently authorized for emergency use by the FDA or the WHO, or that are approved for use by the same. Workers who are not fully vaccinated, or for whom vaccination status is unknown or who have not provided sufficient proof of documentation, shall be considered unvaccinated for purposes of this Addendum.
9. Covered contractors shall track test results from testing required by this Addendum and must report results to local public health departments.
10. In the event this Addendum is signed at the time of bid or proposal for a contract, or prior to executing a contract to be awarded by the University, the undersigned hereby certifies that it shall comply with this Addendum by having the policies and practices required by this Addendum in place, and shall collect all data necessary for compliance with this Addendum. Covered contractors further certify that, at the time of submission of an invoice, they have complied with this Addendum during the period of time covered by the invoice.

11. Nothing in this Addendum shall prevent a covered contractor from instituting a vaccination or testing policy that includes additional or stricter requirements, so long as such policy comports with the minimum requirements of this Addendum. A covered contractor may also maintain a policy that requires more frequent testing of covered workers.
12. The parties agree this Addendum may be unilaterally revised by the University to comply with any directive issued by the State of New Jersey supplementing the requirements outlined in Executive Order 271, which may include, but not be limited to, any requirements for reporting vaccination and testing data to the NJ Department of Health. Covered Contractor recognizes and agrees that actions taken by the Commissioner of NJDOH pursuant to Executive Order 271 shall not be subject to the requirements of the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq. This Addendum shall remain in effect until revoked or modified by the University .

AUTHORIZED SIGNATURE

NAME

TITLE

COMPANY NAME

DATE

ADDENDUM NO. 1**Request for Quote #1505C
Residence Hall Wireless Network Upgrade
November 15, 2021**

Date of Original Bidding Documents: November 3, 2021
Date of Addendum No. 1: November 15, 2021

INTENT: This Addendum forms a part of the Contract Documents and modifies the Original Bidding Documents and Prior Addenda, if any, as identified above. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject to Bidder to disqualification.

I. Points of Information:

1. **Question** - Line 49 of the BOM states in Column D that 189+ was purchased but Column E says 189+ still needed. This is support and the only line in that section that has a discrepancy. Can you confirm if these are purchased or still needed?

Answer- Line 49 represents the Cisco SmartNet support for the qty 189 Cisco 9105AX devices that MSU has in inventory. Line 49 is just the maintenance on those 189 devices.

2. **Question** – Is Bidder responsible for physical mounting of the APs or will that be completed by the MSU wiring contractor?

Answer – The Bidder is not responsible for physical mounting of the AP's. MSU's wiring contractor will physically mount the AP's.

3. **Question** - RFP states the new wireless must coexist with the existing. Is this just during migration or permanently? Also, will they share the same existing SSID(s) or use new ones?

Answer – As the new wireless equipment is installed, the older equipment will be removed. During the migration the old and new wifi networks need to coexist using the existing SSIDs.

4. **Question** – For DNAC integration, is it correct that is just for Wireless Assurance and configuration management will be through Prime?

Answer – MSU intends to migrate Wireless Assurance and configuration management from Prime to DNAC.

5. **Question** - What level of access will we have to occupied dorm rooms if needed for surveys?

Answer – MSU IT and Residence Life will ensure that you have proper access to occupied dorm rooms to perform surveys as needed. In most cases this will be supervised access with an IT or Residence Life staff member.

6. **Question** - What are the maintenance windows for rewiring closets, migrating APs. Weekends only, nights only? Only during the summer? Etc.

Answer – There are no specific maintenance windows intended for this project, however all work should be performed to minimize disruption to student activity. MSU IT will work with the vendor to develop a reasonable, flexible installation schedule and will coordinate with Residence Life to communicate that schedule to resident students.

7. **Question** - How many ISE nodes are there to review?

Answer – There are 8 in total, 6 primary nodes and 2 backup nodes for monitoring and administration.

8. **Question** - Who will be responsible for the physical installation of the Wireless Access Points and External Antennas/Antenna Cabling (if required)? The integrator or the cabling vendor?

Answer – The MSU wiring contractor will physically install the AP's.

9. **Question** - Cisco raised list prices significantly effective 11/1/21. The list prices listed in attachment B appear to be pre-price increase. Will these be updated with current list prices?

Answer – The list prices for the equipment will be at the approved list prices under New Jersey State Contract #21-TELE-01506 at the time the agreement is signed.

10. **Question** - The RFQ states that equipment can be invoiced when all materials are received. In view of the expected 180day + lead times, is it acceptable to amend this to allow for invoicing of significant partial deliveries (>\$10K) prior to receipt of all materials?

Answer - Partial deliveries are acceptable and the University will pay invoices based upon receipt of those items for substantial partial deliveries.

11. **Question** - The RFQ states that Professional Services are to be invoiced by the building after the completion of the installation and after sign off that performance and documentation requirements are met. It is a general practice for Systems Integrators to bill a significant portion of a project's cost prior to starting work with the balance due after successful completion of the project. Would it be possible to amend the PS invoicing terms to accommodate this?

Answer - The University cannot agree to prepayment. Under Section 11.63 Payment to Vendors of the State of N.J. Participating Addendum entered into as NJ State Contract # 21-TELE-01506 and Standard Terms and Conditions, it specifically states the following: "The Contractor must submit invoices to the Authorized Purchases with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered".

12. **Question** - The RFQ states that if hours to complete the work are under what is quoted, the integrator is to invoice only for time of the services rendered. If we bid the services as a fixed price, billing (and documenting) work on an hourly basis?

Answer – Bidders must bid the project in accordance with Attachment C - Price Sheet provided with this request. The Bidder must provide hourly rates and the maximum hours to complete the RFQ as requested, which are firm hours for the maximum to be billed. No additional hours shall be paid by the University. If hours to complete the RFQ end up being less than the amount entered, the Contractor shall only bill for the total amount of hours services are rendered.

13. **Question** - We generally require a signed Statement of Work prior to assigning resources or starting work to document and assure full agreement on the finer parts of the scope of work to be performed. Will this be acceptable if the SoW incorporates and is consistent with the RFQ, NASPO contract, and RFQ response?

Answer – The University uses a two-page agreement that incorporates the documents relating to the project to formalize the agreement. The documents incorporated will include this addendum, the issued Scope of Work (RFQ 1505C), the State of New Jersey Participating Addendum entered into as NJ State Contract # 21-TELE-01506 and Standard Terms and Conditions under the NASPO Value Point Contract for Data Communication Products and Services (2019 – 2024), State of Utah Contract reference number AR3227, and the Contractor's response.

14. **Question** - The RFQ requires importing floor plans and WAP locations into Prime but also references DNA Center. Do you require importing into Prime, DNAC, or both?

Answer –Both Prime and DNAC.

15. **Question** - The RFQ requires “Provide the MSU project team with inventory receipts of all equipment delivered to Montclair State University”. Can you elaborate more on the expectation here?

Answer - As the bidder will be ordering equipment to be delivered to MSU, MSU requires the bidder to provide all equipment ordering, shipping, and receiving support documents. We also require that the bidder confirm physical inventory delivery with MSU IT.

16. **Question** - The RFQ requires, “Store all equipment in secure locations on campus (to be determined by MSU) until the equipment is installed.” Is the integrator required to provide their own storage container? If an MSU location is to be used, security will need to be the responsibility of MSU.

Answer – MSU will be providing the equipment storage location(s) and will be responsible for securing those locations.

17. **Question** - If the post deployment validation survey indicates that additional WAP’s or relocation of WAP’s is required, will MSU or the integrator be responsible for the cost of additional materials and/or cabling?

Answer - MSU will be responsible for any additional material or cabling costs for any post-installation WAP relocation/additions, but any required professional services will still be the responsibility of the vendor as part of their bid response.

II. Special Notice of Bid Extension:

NOT USED

III. Changes to Prior Addenda:

NOT USED

IV. Changes to Bidding Requirements:

NOT USED

V. Changes to Agreement and Other Contract Forms:

NOT USED

VI. Changes to Conditions of the Contract:

NOT USED

VII. Changes to Specifications:

Please see the revised “Attachment C- Price Sheet” attached to this addendum.

VIII. Changes to Drawings:
NOT USED

Please acknowledge receipt of this Addendum No. 1 via email: [REDACTED] or fax.
The fax number is 973-655-5468.

Company Name (please print)

Date

Signature

Title

Contact Name (please print)

ADDENDUM NO. 2**Request for Quote #1505C
Residence Hall Wireless Network Upgrade
November 22, 2021**

Date of Original Bidding Documents: November 3, 2021
Date of Addendum No. 1: November 15, 2021
Date of Addendum No.2: November 22, 2021

INTENT: This Addendum forms a part of the Contract Documents and modifies the Original Bidding Documents and Prior Addenda, if any, as identified above. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject to Bidder to disqualification.

I. Points of Information:**1. Question -** The following statement is made regarding certifications:

STAFF CERTIFICATIONS – The Bidder must have an active CCIE Wireless engineer assigned to the project. The Bidder should also have an active ECSE Certified Ekahau Engineer on their team to perform the post-installation survey. Please submit with your quote verification that the individuals assigned to the project have this certification.

Can you please let us know if MSU will need the Primary SE to be a CCIE wireless engineer, or if one just needs to be on-staff/consulted throughout the project? Let me know if this is something that you can provide some clarity on.

Answer- The CCIE wireless engineer does not have to be onsite however, will be required to be actively engaged on all matters and concerns throughout the project as well as quickly be accessible when MSU deems necessary including project meeting.

2. Question - I'm working through pricing and wanted to bring something to your attention. The NASPO list prices that you are showing in Attachment B for the SmartNet PID's appear to be 1 year prices and not 3 year prices as indicated in the item description. Could you please take a look and if necessary update Attachment B.

Answer – MSU confirmed with Cisco that the following five (5) SmartNet SKU's: CON-SNT-C9120BI; CON-SNT-C120AXE9; CON-SNT-C9105AIB; CON-SNC-C93024XU; and CON-SNTP-C9504YA4 are for a one-year term. As MSU is looking for a 3-year term, Attachment B – Bill of Materials has been revised to multiply the list price by three (3) for each of these SKU's to reflect the 3-year term MSU is requesting. Attachment C – Price Sheet has also been revised to reflect the updated "Total List Cost for Bill of Materials Identified in Attachment B to be Purchased" based upon these revisions. Please note that Cisco has advised MSU that purchasing 3-years of SmartNet may result in Cisco passing on some additional discount to distributors when requesting final value-added reseller (VAR) pricing from Cisco and this should be factored into the "Discount Percentage off of List Price for Service Packages" provided to MSU.

II. Special Notice of Bid Extension: *New Date to Submit Proposal 11/29/21 by 2:00 PM*

III. Changes to Prior Addenda:
NOT USED

IV. Changes to Bidding Requirements:
NOT USED

V. Changes to Agreement and Other Contract Forms:
NOT USED

VI. Changes to Conditions of the Contract:
NOT USED

VII. Changes to Specifications:

Please see the revised "Attachment B- Bill Of Materials" attached to this addendum.
Please see the revised "Attachment C- Price Sheet" attached to this addendum.

VIII. Changes to Drawings:
NOT USED

Please acknowledge receipt of this Addendum No. 2 via email: [REDACTED] or fax.
The fax number is 973-655-5468.

Company Name (please print)

Date

Signature

Title

Contact Name (please print)

Montclair State University
Residence Halls Wireless Network Upgrade
Request for Quote #1505C
Aspire Technology Partners Response Summary

Aspire Technology Partners is pleased to respond to Montclair State University's Request for Quote #1505C – Residence Halls Wireless Network Upgrade. In addition to this summary, the following documents are included in this submission:

- **Aspire Quote ATPQ44004:** Provides line item and summary pricing for all materials, software, licenses, maintenance, and services.
- **RFQ Attachment C:** Provides summary pricing including discounts against NASPO list price and Professional Services hours and rates.
- **Aspire Statement of Work:** Provides details as to Professionals Services to be performed and how they are to be performed. The scope included is fully consistent with the RFQ requirements and does not supersede or replace the RFQ and NASPO contract as the governing documents. Additionally, we understand that that MSU has not requested this document as part of the response. We do feel that agreement on the details found in the document is beneficial to both parties prior to project start and present it as such.
- **RFQ Addendum 1 and 2:** signed copies of both RFQ Addendums indicating receipt and understanding.

Aspire takes no exception to the requirements and conditions found in the RFQ and the Addendums.

Aspire Overview

Aspire is local systems integrator headquartered in Eatontown, NJ. We are privately held, have been in business 17 years, and have ~135 employees roughly 2/3 of who are engineers. We are a Cisco Gold Partner and have Cisco Masters Specializations (highest level of Cisco technical certification) in Enterprise Networking (including Wireless), Security, Collaboration, and Managed Services. We are one of only 12 partners in the US that have all of these Masters Specializations. We are one of Cisco's top 3 SLED (State, Local, Education) partners in the US Eastern Region. Aspire is known in the NYC area as having top tier technical talent, a customer first corporate culture, and the size to be nimble, flexible, and responsive.

Aspire has a long history of working closely with MSU and their IT Team. We are knowledgeable of both your infrastructure as well as your 3-5 years plans for its improvement. We are exceptionally knowledgeable about the Residence Halls wireless environment, its challenges, and the proposed design and have full confidence in our ability to implement it and fully meet performance and coverage requirements.

Aspire Quote- Materials

The Aspire quote provides detailed line items pricing for the following:

- Catalyst 9120AX WiFi 6 Wireless Access Points with Internal Antennas.
- Catalyst 9120AX WiFi 6 Wireless Access Points with External Antennas. This section also includes the required external antennas along with connecting hardware and cabling.
- Catalyst 9300 Closet Switches with MGig ports, UPoE capabilities, dual power supplies. This section also includes the Network Module and Stacking Cables to support the stacks as outlined in the RFP details. Uplink optics for the stacks have been previously purchased by MSU.
- Catalyst 9500 Consolidation Switches to aggregate closet uplinks from Machuga and Dinnalo and provide connectivity to MSU's distribution switches in the University Hall and College Hall Data Centers. 40G Single Mode optics have been included in this section for the DC uplinks.
- DNA Advantage Licenses for all of the above components on a 3 year term. Note that start of term occurs when the licenses are applied to the hardware during installation.
- Working with Cisco, we have also been able to include a DNA Center Gen 2 XL appliance at no charge to MSU. We have included it as we understand that MSU is looking to build a cluster of 3 of these appliances to enable implementation of the latest Cisco technologies for monitoring, management, access control, and other areas as well. List price for the appliance is \$294K. SmartNet maintenance for the appliance and optics to connect it have not been included and will need to be purchased separately. Also, implementation services for the appliance are not included as it is beyond the scope provided for the RFQ. Order for full BoM must be placed by 1/26/22 for the DNA Center appliance to be included at no cost.

Aspire Quote- SmartNet Maintenance

The Aspire quote provides detailed line items pricing for the following SmartNet maintenance:

- SmartNet for all of the items above at the specified SLA and 3 year term.
- SmartNet at the specified SLA for 80 C9300 Closet Switches and 189 C9105 Wireless Access Points also on a 3 year term.
- SmartNet term starts at time of shipment.
- If MSU desires, SmartNet term can be delayed up to 90 days from time of order. If this is selected and lead times are longer than 90 days, SmartNet term will start at time of shipment.
- SmartNet order must be placed with equipment order to hold quoted pricing.

Aspire Quote- Services

- Services to configure and install all of the quoted materials as well as 80 additional closet switches and 189 additional C9105 Wireless Access Points are included on the quote.
- Also included in the Services pricing is a \$50K credit from the Wireless Site Survey project where inclusive of that pricing, we include a \$100K credit for the Full Campus Wireless Refresh if we were selected to perform those services. As the scope of this RFP is ~50% of the Full Campus Refresh, we are providing a \$50K credit for this phase.
- We understand that the MSU would like to have all work completed by 12/30/22 and that if CARES Act funding is used, that completion by this date is a requirement. If all materials are ordered early January 2022 and lead times remain at the current levels of 182 days, all materials should be on site by early July 2022. If all materials are on site within this time frame and cabling additions/modification do not become a source of significant delay, we fully anticipate meeting the project timing requirements.

- The following Aspire personnel will be included on the Project Team:
 - Eric Glodowski- CCIE Wireless: Eric will review and participate in the development of the wireless configurations as well as integrations with ISE, Prime, DNAC. Additionally, he will be involved on an as needed basis for issue resolutions. Eric is currently working with the MSU IT Team on the ISE Upgrade project.
 - Keith Heckel- ECSE Certified Ekahau Engineer: Keith will oversee the post deployment validation survey as well as review the results and has been closely involved with the current Campus Wide Site Survey and Wireless Design project.
 - 2-3 Implementation Engineers to be assigned: The implementation engineers will load the configurations, check connectivity, rack/configure/patch the closet switches, rack/configure/patch the consolidation switches, load heat maps into Prime and DNAC, and do post deployment site surveys and UAT testing.
 - Sr Project Manager to be assigned: The PM will coordinate all aspects of the project delivery team as well as communication to MSU. They will also schedule and conduct regular project update calls with the MSU IT team.

Aspire Statement of Work

- As mentioned earlier, the included SoW provides details as to Professionals Services to be performed and how they are to be performed. We would like to get agreement on these details prior to project start to ensure smooth delivery of the project.
- The SoW also includes a proposed payment schedule. MSU's requires that payment is made on a building by building basis. However, no details were included on what the payment by building would be. The proposed payment schedule prorates the invoiced amount per building by the Wireless Access Points in that building vs the total Wireless Access Points in the overall project.
- Project costs are presented as Fixed Price for the project scope. Aspire will not request a Change Order or additional charges unless there is a material change to scope. Additionally, MSU and Aspire agree that there is a Change Order is necessary, work will not start on the additional scope until MSU agrees to additional scope and cost and a Change Order is signed by MSU.

Summary

Aspire appreciates the opportunity to quote and be considered for the Residence Halls Wireless Upgrade project and to be of service to MSU. We feel that the combination of our history and experience with MSU and this project and our personnel and their capabilities and knowledge allows us to best qualified to deliver this project.

PRICE SHEET - ATTACHMENT C - Revised Addendum 2 Residence Hall Wireless Network Upgrade Project					
Bidder Name:			Aspire Technology Partners		
Instructions:			The Bidder must provide pricing in the yellow highlighted cells below, the rest will be automatically calculated.		
Bill of Materials					
Line No.	Description	Unit	All-Inclusive Discount Percentage**	Total List Cost for Bill of Materials Identified in Attachment B to be Purchased****	All-Inclusive Total Price Per Line
1	Discount Percentage off of List Price for Hardware and Software (on premise) (University is requesting best discount, must meet minimum discount % off list per Cisco AR3227 Master Agreement of 35%)	Each	55.6698%	\$6,115,651.79	\$2,711,081
2	Discount Percentage off of List Price for Service Packages (i.e., Maintenance, etc.) (University is requesting best discount, must meet minimum discount % off list per Cisco AR3227 Master Agreement of 10%)	Each	38.9308%	\$919,102.28	\$561,289
Total Price for Bill of Materials					\$3,272,370
Value Added Services					
Line No.	Description	Unit	All-Inclusive Price Per Unit**	Maximum Hours to Complete RFQ***	All-Inclusive Total Price Per Line
3	Hourly Rate for Onsite Value Added Services [Professional/ Deployment/ Consulting Advisory/ Architectural Design/ Statement of Work] (University is requesting best rate, must not exceed the not-to-exceed rate per Cisco AR3227 Master Agreement of \$743.17)	Hourly Rate	\$217.875	839	\$182,797
4	Hourly Rate for Remote Value Added Services [Professional/ Deployment/ Consulting Advisory/ Architectural Design/ Statement of Work] (University is requesting best rate, must not exceed the not-to-exceed rate per Cisco AR3227 Master Agreement of \$661.17)	Hourly Rate	\$217.870	515	\$112,203
Total Maximum Price for Value Added Services					\$295,000
All-Inclusive Maximum Total Price*			\$3,567,370		

* Price used to rank proposals from lowest to highest.

**All-Inclusive Price of all direct and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, equipment, materials, supplies, managerial support, documents, forms, travel, delivery, reproductions thereof and any other costs. No additional fees or costs shall be paid by the University unless there is a substantial change in the scope of work that is approved by a written addendum by both parties.

***Maximum hours permitted for all services outlined in the RFQ. These are firm hours for the maximum to be billed, no additional hours shall be paid by the University unless there is a change in the scope of work. If hours to complete the RFQ end up being less than the amount entered, the Contractor shall only bill for the total amount of hours services are rendered.

****Refer to Attachment B for bill of materials and list pricing for each item being requested.



25 James Way, Eatontown, NJ 07724
Phone: 732-847-9600 - Fax: 732-847-9620

ASPIRE QUOTE #: **ATPQ44004**

Quote Date: 11/23/21
Client Sales Executive: Ted Rose
Terms: Net 30

SOLD TO MONTCLAIR STATE UNIVERSITY

Primary Contact: MINTO GILL
Sold To Address: 1 NORMAL AVE
MONTCLAIR, NJ 07043

Phone: [REDACTED]

Email: [REDACTED]

SHIP TO MONTCLAIR STATE UNIVERSITY

Primary Contact: MINTO GILL
Ship To Address: 1 NORMAL AVE
MONTCLAIR, NJ 07043

Phone: [REDACTED]

Email: [REDACTED]

LINE	QTY	PART #	DESCRIPTION	UNIT PRICE	EXT PRICE
1			Residence Hall Wireless Network Upgrade		
2			Request for Quote #1505C		
3			NASPO NJ NVP #AR3227 New Jersey PA # 21-TELE-01506		
4					
5			Cat9120 General Deployment Internal Antenna Wireless Access Points		
6	1,961	C9120AXI-B	C9120AX Internal 802.11ax 4x4:4 MIMO;IoT;BT5;mGig;USB;RHL	\$747.80	\$1,466,435.80
7	1,961	SW9120AX-CAPWAP-K9	Capwap software for Catalyst 9120AX	\$0.00	\$0.00
8	1,961	AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	\$0.00	\$0.00
9	1,961	AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	\$0.00	\$0.00
10	1,961	CDNA-A-C9120	Wireless Cisco DNA On-Prem Advantage, 9120 Tracking	\$0.00	\$0.00
11	1,961	DNA-A-3Y-C9120	C9120AX Cisco DNA On-Prem Advantage 3Y Term, Trk Lic	\$0.00	\$0.00
12	1,961	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	\$0.00	\$0.00
13	1,961	AIR-DNA-A-3Y	Wireless Cisco DNA On-Prem Advantage, 3Y Term Lic	\$304.38	\$596,889.18
14	1,961	PI-LFAS-AP-T	Prime AP Term Licenses	\$0.00	\$0.00
15	1,961	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$0.00	\$0.00
16	1,961	AIR-DNA-A-T	Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic	\$0.00	\$0.00
17	1,961	AIR-DNA-A-T-3Y	Wireless Cisco DNA On-Prem Advantage, 3Y Term, Tracker Lic	\$0.00	\$0.00
18	1,961	AIR-DNA-NWSTACK-A	AIR CISCO DNA Perpetual Network Stack	\$0.00	\$0.00
19	1,961	D-DNAS-EXT-BUN-T	Cisco DNA Spaces Extend Term License for Cisco DNA	\$0.00	\$0.00
20	1,961	D-DNAS-EXT-BUN-3Y	Cisco DNA Spaces Extend for Cisco DNA - 3Year	\$0.00	\$0.00

LINE	QTY	PART #	DESCRIPTION	UNIT PRICE	EXT PRICE
21	1,961	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00
22	1,961	C9120AXI-SINGLE	SINGLE PACK OPTION	\$0.00	\$0.00
23	1,961	C9120-OVER	C9120AX OVERPACK OPTION	\$0.00	\$0.00
24					
25			Cat9120 External Antenna Wireless Access Points		
26	79	C9120AXE-B	C9120AX External 802.11ax 4x4:4 MIMO;IOT;BT5;mGig;USB;RHL	\$788.66	\$62,304.14
27	79	SW9120AX-CAPWAP-K9	Capwap software for Catalyst 9120AX	\$0.00	\$0.00
28	79	AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	\$0.00	\$0.00
29	79	AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	\$0.00	\$0.00
30	79	CDNA-A-C9120	Wireless Cisco DNA On-Prem Advantage, 9120 Tracking	\$0.00	\$0.00
31	79	DNA-A-3Y-C9120	C9120AX Cisco DNA On-Prem Advantage 3Y Term,Trk Lic	\$0.00	\$0.00
32	79	AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	\$0.00	\$0.00
33	79	AIR-DNA-A-3Y	Wireless Cisco DNA On-Prem Advantage, 3Y Term Lic	\$304.38	\$24,046.02
34	79	PI-LFAS-AP-T	Prime AP Term Licenses	\$0.00	\$0.00
35	79	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$0.00	\$0.00
36	79	AIR-DNA-A-T	Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic	\$0.00	\$0.00
37	79	AIR-DNA-A-T-3Y	Wireless Cisco DNA On-Prem Advantage, 3Y Term, Tracker Lic	\$0.00	\$0.00
38	79	AIR-DNA-NWSTACK-A	AIR CISCO DNA Perpetual Network Stack	\$0.00	\$0.00
39	79	D-DNAS-EXT-BUN-T	Cisco DNA Spaces Extend Term License for Cisco DNA	\$0.00	\$0.00
40	79	D-DNAS-EXT-BUN-3Y	Cisco DNA Spaces Extend for Cisco DNA - 3Year	\$0.00	\$0.00
41	79	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00
42	79	C9120AXE-SINGLE	SINGLE PACK OPTION	\$0.00	\$0.00
43	79	C9120-OVER	C9120AX OVERPACK OPTION	\$0.00	\$0.00
44	79	AIR-ANT2566P4W-R=	2.4 GHz 6 dBi/5 GHz 6 dBi Directional Ant., 4-port, RP-TNC	\$334.64	\$26,436.56
45	79	AIR-CAB002-DART-R=	2 ft Smart Antenna Connector to RP-TNC connectors	\$181.09	\$14,306.11
46					
47			Cat9300 mGig UPoE Closet Switches		
48	52	C9300-24UX-A	Catalyst 9300 24-port mGig and UPOE, Network Advantage	\$5,638.77	\$293,216.04
49	52	C9300-NW-A-24	C9300 Network Advantage, 24-port license	\$0.00	\$0.00
50	52	SC9300UK9-173	UNIVERSAL	\$0.00	\$0.00
51	52	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	\$0.00	\$0.00
52	104	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00

LINE	QTY	PART #	DESCRIPTION	UNIT PRICE	EXT PRICE
53	52	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$44.09	\$2,292.68
54	52	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$41.89	\$2,178.28
55	52	C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	\$0.00	\$0.00
56	52	C9300-DNA-A-24-3Y	C9300 DNA Advantage, 24-Port, 3 Year Term License	\$1,210.41	\$62,941.32
57	52	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	\$0.00
58	52	TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	\$0.00	\$0.00
59	52	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$0.00	\$0.00
60	52	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$0.00	\$0.00
61	52	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	\$0.00
62	52	D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	\$0.00	\$0.00
63	52	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00
64	52	C9300-SSD-NONE	No SSD Card Selected	\$0.00	\$0.00
65	52	NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	\$0.00	\$0.00
66	52	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	\$0.00
67	52	C9300-NM-NONE	No Network Module Selected	\$0.00	\$0.00
68	52	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	\$837.70	\$43,560.40
69	38	C9300-NM-8X=	Catalyst 9300 8 x 10GE Network Module, spare	\$1,165.95	\$44,306.10
70	3	STACK-T1-1M=	1M Type 1 Stacking Cable	\$111.98	\$335.94
71	3	CAB-SPWR-150CM=	Catalyst Stack Power Cable 150 CM Spare	\$99.74	\$299.22
72					
73			Cat 9500 Consolidation Switches- Redundant Pair		
74	2	C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	\$8,330.95	\$16,661.90
75	2	C9500-NW-A	C9500 Network Stack, Advantage	\$0.00	\$0.00
76	2	SC9500HUK9-173	Cisco Catalyst 9500H XE.17.3 UNIVERSAL	\$0.00	\$0.00
77	2	C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	\$0.00	\$0.00
78	2	C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	\$925.88	\$1,851.76
79	4	CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	\$0.00	\$0.00
80	4	C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	\$0.00	\$0.00
81	2	C9500-DNA-48Y4C-A	C9500 DNA Advantage, Term License	\$0.00	\$0.00
82	2	C9500-DNA-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	\$7,286.57	\$14,573.14
83	6	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$0.00	\$0.00
84	6	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$0.00	\$0.00
85	2	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00

LINE	QTY	PART #	DESCRIPTION	UNIT PRICE	EXT PRICE
86	2	C9500-SSD-NONE	No SSD Card Selected	\$0.00	\$0.00
87	2	C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	\$0.00	\$0.00
88	8	QSFP-40G-LR4-S	QSFP 40GBASE-LR4 Trmscvr Mod, LC, 10km, Enterprise-Class	\$4,805.74	\$38,445.92
89			SubTotal		\$2,711,080.51
90					
91			SmartNet Maintenance- 3 Year Term		
92	1,961	CON-SNT-C9120BIX	SNTC-8X5XNBD Cisco Catalyst 9120AX Series	\$124.95	\$245,026.95
93	79	CON-SNT-C120AXE9	SNTC-8X5XNBD Cisco Catalyst 9120AX Series	\$132.09	\$10,435.11
94	189	CON-SNT-C9105AIB	SNTC-8X5XNBD Cisco Catalyst 9105AX Series	\$55.34	\$10,459.26
95	132	CON-SNC-C93024XU	SNTC-NCD Catalyst 9300 24-port mGig and UPOE, Network Advant	\$2,161.85	\$285,364.20
96	2	CON-SNTP-C9504YA4	SNTC-24X7X4 Catalyst 9500 48-port 25/100G only, Adva	\$5,001.57	\$10,003.14
97			SubTotal		\$561,288.66
98					
99			DNA Center Appliance- Gen 2 XL (\$294K list price, requires order placement by 1/26/22 to included at no charge)		
100	1	ALC-DNAC-OFFER	Requires Advantage or Premier Subscription Purchase	\$0.00	\$0.00
101	1	DN2-HW-APL-XL-U	DNA Center Appliance (Gen 2)- 112 core for Promos	\$0.00	\$0.00
102	1	DNA-SW-2.1.2	Cisco DNA Center SW 2.1.2	\$0.00	\$0.00
103	2	CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	\$0.00	\$0.00
104	1	DN2-PCIE-ID10GF	Intel X710-DA2 dual-port 10G SFP+ NIC	\$0.00	\$0.00
105	1	DN2-SD-64G-S	64GB SD Card for UCS Servers	\$0.00	\$0.00
106	1	DN2-TPM2-002	Trusted Platform Module 2.0 for UCS servers	\$0.00	\$0.00
107	2	DN2-SD38T61X-EV	3.8TB 2.5 inch Enterprise Value 6G SATA SSD	\$0.00	\$0.00
108	3	DN2-C480-8HDD	UCS C480 M5 Drive Module for 8x HDD	\$0.00	\$0.00
109	2	DN2-C480-CM	UCS C480 M5 CPU Module w/o CPU, mem	\$0.00	\$0.00
110	1	DN2-MSTOR-SD	Mini Storage Carrier for SD (holds up to 2)	\$0.00	\$0.00
111	4	DN2-PSU1-1600W	Cisco UCS 1600W AC Power Supply for Rack Server	\$0.00	\$0.00
112	1	DN2-RAID-M5HD	Cisco 12G Modular RAID controller with 4GB cache	\$0.00	\$0.00
113	1	DN2-PCIE-IQ10GF	Intel X710 quad-port 10G SFP+ NIC	\$0.00	\$0.00
114	16	DN2-SD19T61X-EV	1.9TB 2.5 inch Enterprise Value 6G SATA SSD	\$0.00	\$0.00
115	2	DN2-SD480G611X-EV	480GB 2.5 inch Enterprise Value 6G SATA SSD	\$0.00	\$0.00
116	24	DN2-MR-X32G2RT-H	32GB DDR4-2933-MHz RDIMM/2Rx4/1.2v	\$0.00	\$0.00

LINE	QTY	PART #	DESCRIPTION	UNIT PRICE	EXT PRICE
117	4	DN2-CPU-I8276	Intel 8276 2.2GHz/165W 28C/38.50MB DCP DDR4 2933 MHz	\$0.00	\$0.00
118	1	DN2-HW-APL-XL-LIC	Cisco DNAC Appliance License- 112 Core	\$0.00	\$0.00
119					
120			Professional Services		
121	1		Configuration and Installation Services as per RFQ and SoW	\$345,000.00	\$345,000.00
122	1	DISCOUNT	PS Credit Allowance from Campus Site Survey (1/2 of \$100K= \$50K)	-\$50,000.00	-\$50,000.00
123			SubTotal		\$295,000.00

SubTotal	\$3,567,369.17
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$3,567,369.17

Accepted By (Print Name & Title)

Signature

Date

Quoted Sales Tax is estimate only. Actual Sales Tax will be invoiced after order placed. The information provided to you in this communication is regarded by Aspire Technology Partners, LLC to be Confidential and Proprietary information. This includes the description of the materials/products for sale, the prices quoted, and any description of consulting services to be performed by Aspire Technology Partners, LLC or our Agent. This information shall not be disclosed or made available to any party unrelated to this agreement without our express written consent. You must also exercise reasonable care to protect this information from the unauthorized disclosure by others.

Residence Halls Wireless Network Upgrade Project- RFQ #1505C

Statement of Work

Prepared For:



MONTCLAIR STATE

UNIVERSITY

Account Manager:	Ted Rose
Author:	Keith Heckel
Client:	Montclair State University
Solution ID:	541853
Revision:	V 1.2.58
Date:	2021-Nov-23



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1 Executive Summary

Montclair State University (Hereafter "Client") has requested the professional services of Aspire Technology Partners, LLC (Hereafter "Aspire") to upgrade the University's wireless access points to the latest Cisco WiFi 6 technology as well as upgrade the current switching infrastructure for the wireless network to Cisco's Multi-gigabit switching product line. This upgrade will help the University address the needs for additional bandwidth and support the growing number of devices that are actively connected to the network.

In order to successfully assist the Client with this endeavor, Aspire proposes assigning a Project Manager, a Technical Consultant, or other staff resources to work with the Client to achieve their desired goals and objectives for this engagement. The Residence Halls Wireless Network Upgrade Project- RFQ #1505C will be provided to the Client as detailed below.

Aspire's project approach includes a comprehensive implementation methodology, along with structured and repeatable technical processes. We are confident that the approach outlined within this SOW clearly demonstrates that Aspire understands the Client's needs; is highly-qualified to deliver the desired services; has a solid, well-proven approach for performing the work; and is providing reasonable time and effort estimates. Aspire stands out due to our focus on Client satisfaction, commitment to high-quality service, proven experience, Client flexibility, and competitive cost structure.

2 Scope and Approach

Aspire will involve the appropriate stakeholders within the Client and make sure they understand the purpose and importance of each phase. Additionally, Aspire provides opportunity for the stakeholders to review and comment on draft documentation as it is prepared in order to ensure the accuracy and completeness of each phase of this engagement.

Scope

The scope of the project will comprise of the following: network design, staging and install of new wireless network and switching infrastructure; production go-live support; provide post deployment support; provide post deployment validation survey; and project closure documentation. The below device counts were referenced from *Attachment A- residence Halls WAP – Switch Closet details excel file*.

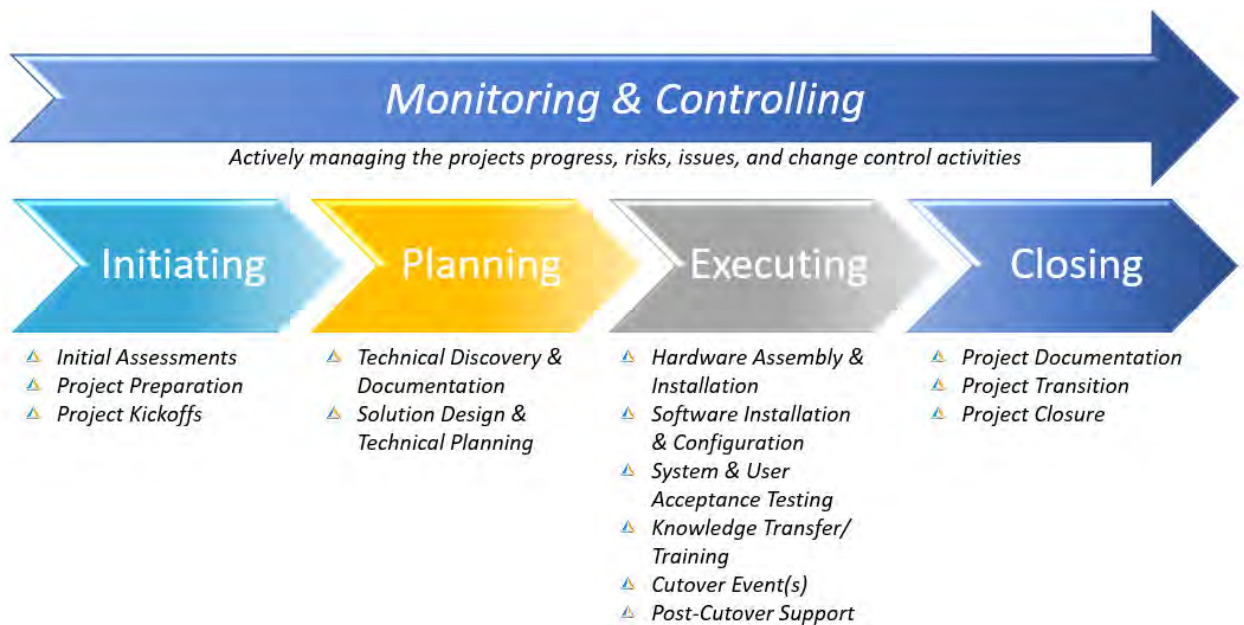
- Dinallo Heights:
 - o Four Hundred Eight (408) Cisco Catalyst 9120AXI access points
 - o Nine (9) Cisco Catalyst 9120AXE access points
 - o Twenty-Eight (28) Cisco C9300-24UX-A switches
- Machuga Heights:
 - o Three Hundred Ninety-Two (392) Cisco Catalyst 9120AXI access points
 - o Nine (9) Cisco Catalyst 9120AXE access points
 - o Twenty-Seven (27) Cisco C9300-24UX-A switches
- Blanton Hall:
 - o Fifteen (15) Cisco Catalyst 9120AXI access points
 - o One Hundred Eighty-Nine (189) Cisco Catalyst 9105I access points
 - o Eleven (11) Cisco Catalyst 9120AXE access points
 - o Thirteen (13) Cisco C9300-24UX-A switches
- Bohn Hall:
 - o Two Hundred Sixty (260) Cisco Catalyst 9120AXI access points
 - o Five (5) Cisco Catalyst 9120AXE access points
 - o Seventeen (17) Cisco C9300-24UX-A switches
- Stone Hall:
 - o Sventy-Two (72) Cisco Catalyst 9120AXI access points
 - o Seven (7) Cisco Catalyst 9120AXE access points
 - o Four (4) Cisco C9300-24UX-A switches
- Freeman Hall:
 - o One Hundred Thirty-Eight (138) Cisco Catalyst 9120AXI access points
 - o Four (4) Cisco Catalyst 9120AXE access points
 - o Eight (8) Cisco C9300-24UX-A switches
- Russ Hall:
 - o Fifty-Five (55) Cisco Catalyst 9120AXI access points

- o Three (3) Cisco Catalyst 9120AXE access points
 - o Four (4) Cisco C9300-24UX-A switches
- Hawk's Crossing:
 - o One Hundred Twenty-Eight (128) Cisco Catalyst 9120AXI access points
 - o Ten (10) Cisco Catalyst 9120AXE access points
 - o Seven (7) Cisco C9300-24UX-A switches
- Sinatra Hall:
 - o Eighty-Three (83) Cisco Catalyst 9120AXI access points
 - o Three (3) Cisco Catalyst 9120AXE access points
 - o Four (4) Cisco C9300-24UX-A switches
- Basie Hall:
 - o One Hundred Five (105) Cisco Catalyst 9120AXI access points
 - o Three (3) Cisco Catalyst 9120AXE access points
 - o Five (5) Cisco C9300-24UX-A switches
- Fenwick Hall:
 - o One Hundred Five (105) Cisco Catalyst 9120AXI access points
 - o Six (6) Cisco Catalyst 9120AXE access points
 - o Five (5) Cisco C9300-24UX-A switches
- Williams Hall:
 - o One Hundred (100) Cisco Catalyst 9120AXI access points
 - o Four (4) Cisco Catalyst 9120AXE access points
 - o Five (5) Cisco C9300-24UX-A switches
- Paul Hall:
 - o One Hundred (100) Cisco Catalyst 9120AXI access points
 - o Five (5) Cisco Catalyst 9120AXE access points
 - o Five (5) Cisco C9300-24UX-A switches

Approach

The Aspire Project Manager (PM) will act as the single point of contact, managing all required interactions with the Client and other required vendors for this engagement.

Aspire's recommended project approach consists of the following phases:



2.1 Initiating

During this phase, Aspire focuses on kicking off the project. This will provide the information required to successfully plan and deploy the appropriate solution within the Client environment.

2.1.1 Activities

The following activities would be performed during this phase of the project:

- Define and allocate Aspire project resources
- Conduct Project Kickoff meeting
 - o Identify and secure supporting Client resources
 - o Define critical success factors to be used as high-level benchmark criteria that must be met at the end of each project phase
 - o Identify anticipated delivery dates for specified deliverables and review project milestones
 - o Identify known project risks and propose methods to address/minimize their impact
 - o Define the Communications Plan
 - o Review billing gates

2.1.2 Deliverables

During this phase, Aspire will provide the following deliverable:

- Project Kickoff Presentation

2.2 Planning

During this phase, Aspire focuses on planning and defining the functional and business requirements for the project. This will provide the information required to successfully plan and deploy the appropriate solution within the Client environment. In addition, Aspire will focus on developing detailed design documentation in concert with the Client staff and other engaged vendors.

2.2.1 Activities

The following activities would be performed during this phase of the project:

- Review and collect documentation and configurations from the existing Network and Wireless Infrastructure remotely via VPN access
NOTE: Full VPN access to the Client's environment is mandatory for successful completion of this project.

NOTE: Upon Aspire's request, the Client will provide building layout, including the floor plans, cabling, and power locations, etc. for all applicable sites.

- Conduct the following Design Workshops to Collect Business and Technical Requirements:
 - Network Infrastructure Design Workshop to include the following design elements:
 - Distribution Layer Design to include:
 - All network device version/naming specifics
 - All environment VLANs/IP addressing
 - L2/L3 routing and traffic flow
 - All network device interconnection specifics
 - Quality of Service (QoS)
 - Access Layer Design to include:
 - All network device version/naming specifics
 - All environment VLANs/IP addressing
 - Switchport cut sheets
 - All network device interconnection specifics
 - Quality of Service (QoS)
 - Wireless Infrastructure Design Workshop to include the following design elements:
 - All network device version/naming specifics
 - All environment VLANs/IP addressing
 - All SSID configuration specifics

- All network device interconnection specifics
- Review existing network environment and configurations and make any recommendations for improvement or optimizations
- Review configuration of existing Cisco ISE network access control appliances and make recommendations for improvements or optimizations
- Develop and document Solution Design and/or Proposed Network Design to address stated business and technical requirements obtained during the Design Workshops defined above
- Develop rack elevation diagrams for switches to be deployed within each building
- Develop per building System and User Acceptance testing (SAT/UAT) for signoff by Client to include:
 - o Validate staff, student and guest authentication on the new Cisco WiFi 6 and network infrastructure.
 - o Validate roaming between Access Points and Controllers
 - o Validate connectivity to University applications over the new Cisco WiFi 6 and network infrastructure.
 - o Validate data rate speeds of at least 200Mbps
 - o Validate RF Coverage based on the following parameters:

	2.4GHz Band	5GHz Band
Minimum Received Signal Strength (RSSI)	-62 dBm	-65 dBm
Minimum Received Secondary Signal Strength (RSSI)		-65 dBm
Minimum Signal-to-Noise Ratio (SNR)	30 dB	30 dB
Minimum Data Rate	54 Mbps	400 Mbps
Max Channel Interference at -85 dBm	2	1
Minimum Number of Access Points seen at -85dBm	2	1
Maximum Round Trip Time (RTT)	50 ms	50 ms
Packet Loss	0 %	0 %

- Review, Finalize and Signoff on Solution Designs
- Develop implementation plans, including contingency plans

2.2.2 Deliverables

During this phase, Aspire will provide the following deliverables:

- Solution Design Document(s)
- SAT/UAT Document(s)

2.3 Executing

During this phase, Aspire focuses on installing, configuring, and testing the solution or provisioned equipment in a non-production environment (if possible) based on the approved design produced in the previous phase. Aspire will then focus on implementation, deployment, knowledge transfer and post-deployment support.

2.3.1 Activities

The following activities will be performed during this phase of the project:

- Define staging and test environment and any additional required equipment and/or licensing
- Prepare staging and testing environment at the following location:
 - o The Client's University Hall Building located at University Promenade, Montclair, NJ 07043 (hereafter "Staging Center")

NOTE: The Client will ensure Staging Center has proper space, cooling and power to support the equipment in this SOW

- Execute the implementation plan as follows:

The client or its vendors will be responsible for:

- Notifying all parties of the implementation plans and schedules
- Identifying and providing rack space, power and cabling for the equipment
- Procure all copper and fiber patch cables necessary to complete the installation
- Ensure that all environment and operational requirements (e.g., MDF and IDF are clean; all cabinets and power are installed; fiber infrastructure cabling is terminated and ready to use, etc.) are met prior to commencement of the Implementation Plan
- Running infrastructure cabling to all AP locations
- Mounting and cabling of all APs
- Configuring and troubleshooting mobile clients

Aspire will provide onsite deployment services and will be responsible for:

- Receipt and inventory all equipment and software shipped to the Staging Center
- Unpack and inventory all new hardware and software
- The following Network and Wireless Infrastructure will be staged and allowed to burn-in for no less than 24 hours:
 - o Up to Two (2) Cisco Catalyst 9500-48 series distribution switches
 - o Up to One Hundred Thirty-Two (132) Cisco Catalyst 9300-24UX access switches
 - o Up to One Hundred Eighty-Nine (189) Cisco Catalyst 9105I access points
 - o Up to Seventy-Nine (79) Cisco Catalyst 9120AXE access points
 - o Up to One Thousand Nine Hundred Sixty-One (1961) Cisco Catalyst 9120AXI

- Upgrade firmware / software on all equipment to the latest recommend stable version
 - Register and apply licensing
NOTE: The Client will ensure Cisco Smart Account is active and accessible
- Develop and apply configuration scripts for all hardware listed above based on the solution designs defined in the prior phase, to include:
 - All Layer 2 and Layer 3 access and routing configurations
 - Access port and Uplink port configurations including QoS
 - Multicast/Anycast configurations
 - VPN and firewall policies
 - Wireless SSIDs and settings
 - Establish network interconnections
 - Label all devices
- Develop Access Point location diagrams that will be handed off to third party cable vendor. This document will be based on inventory and will include:
 - AP Name
 - Location on floor plan
 - Antenna direction (external antennas)
- Configure devices to support the sending of device statistics and error logging to MSU provided Repository
- Configuration of existing Cisco DNA Center appliance to support new wireless network installation
- For each building within Scope above, Aspire will:
 - Rack switching equipment as per rack elevation diagrams developed in previous phase
 - Complete all cabling (copper patch cables as well as fiber cables) for switch interconnections as well as end user connections based on patching plan
*****NOTE: it will be the responsibility of the Client to procure all copper and fiber patch cables necessary to complete the installation unless included in the Aspire Bill-of-Materials (BOM)**
- Once the third-party cablers have cabled and mounted the new APs, Aspire will perform the following services:
 - Ensure all new APs have successfully joined the WLC and no connectivity issues are present
 - Perform all testing and validation of newly configured wireless networks

- Troubleshoot and resolve issues uncovered in the steps above
- Validate network connectivity and remote management
- Create and import Wifi heatmaps into Cisco Prime Infrastructure and DNA Center
- Perform passive site survey on the floor plans provided by the Client to validate coverage of the new WiFi 6 access points
- Execute System and/or Per Building User Acceptance Testing (SAT/UAT) with the Client as defined above
- Update and tune the network and wireless configurations as a result of the testing completed above
- Perform Technology Mentoring and Knowledge Transfer as follows:
 - Perform up to two (2) hours of Technology Mentoring and Knowledge Transfer for Wireless Infrastructure and Network Infrastructure solutions during one (1) business day
- For each building provide remote post-deployment support over a one-week period following the go-live date as follows:
 - For the Wireless and Network Infrastructure, provide up to four (4) hours of remote support
- Review implementation plans with the Client and modify as necessary

2.3.2 Deliverables

During this phase, Aspire shall provide the following deliverables:

- Receipt and inventory of provisioned equipment
- Licenses applied
- Documented results from UAT and SAT testing to include Post Deployment Validation
- Updated solution design documents if necessary
- Provisioned equipment operational in production environment

2.4 Closing

During this portion of the engagement, Aspire will focus on closing out the project and transitioning support to the Client or to Aspire's Managed Services group. A closure meeting will be conducted by Aspire's Project Manager to ensure the services have been delivered in accordance within the agreement herein and to obtain the Client's signoff.

2.4.1 Activities

The following activities will be performed during this phase of the project:

- Develop Network As-Built Diagrams (Visio and Excel) per building
 - o Equipment location and model
 - o Serial Number
 - o IP Address
 - o EtherChannel and trunk settings
 - o VLAN assignments
 - o Connections between the equipment and existing infrastructure
 - o Rack elevation diagram
 - o Access Point Location
 - o Antenna Direction (wireless access points)
 - o Receiver Sensitivity (wireless access points)
 - o RF channel (wireless access points)
- Conduct final review meeting with the Client for documentation submission, project closure, and signoff
- Prepare and submit final billing

2.4.2 Deliverables

At the completion of the project the following deliverables will be provided:

- Project closure documentation

3 Project Fees

All work will be performed on a **project basis**. We will work closely with the Client to make the best business decisions regarding the schedule.

Description	Fees
Residence Halls Wireless Network Upgrade Project- RFQ #1505C	\$295,000.00

***Aspire typically requires 4 - 6 weeks notice after the Client has accepted the SOW to start the project.

Professional Services fees will be invoiced on a building by building basis when the services for the building are completed and UAT testing is completed and signed off on by MSU. Building Professional Services fees will be prorated by the number of AP's in that building as per the following table:

<u>Building</u>	<u># of New WAP's</u>	<u>% of Total</u>	<u>PS Invoice Upon Completion</u>
Dinnalo	417	18.71%	\$ 55,188.43
Machuga	401	17.99%	\$ 53,070.88
Blanton	215	9.65%	\$ 28,454.46
Bohn	265	11.89%	\$ 35,071.78
Stone	79	3.54%	\$ 10,455.36
Freeman	142	6.37%	\$ 18,793.18
Russ	58	2.60%	\$ 7,676.09
Hawk Crossings	138	6.19%	\$ 18,263.80
Sinatra	86	3.86%	\$ 11,381.79
Baise	108	4.85%	\$ 14,293.41
Fenwick	111	4.98%	\$ 14,690.44
Williams	104	4.67%	\$ 13,764.02
Paul	105	4.71%	\$ 13,896.37
Total	2229	100.00%	\$ 295,000.00

Payment terms will be Net 30 days from the date the milestones are met and/or deliverables are received by the Client. Payment schedule will conform to the following schedule:

The fees provided in this SOW shall be valid for up to sixty (60) days from the original date this SOW was issued. If the contract has not been awarded within sixty (60) days, pricing is subject to change.

If a project is put on hold based on Client request or project requirements not being met by the Client, Aspire reserves the right to invoice for any unbilled work performed up until the date the project was placed on hold.

4 Engagement Acceptance

Signatures on this SOW serve in lieu of a Purchase Order and indicate that the SOW has been accepted and agreed to by Aspire and the Client. The parties hereby acknowledge that they have read and understand this agreement and all attachments hereto and agree to all terms and conditions stated herein.

Signatures on this SOW document an agreement in scope and approach only and does not supersede PO and or NASPO contract as the legally governing document. This document is consistent with MSU's RFP and Aspire's RFP response. The parties hereby acknowledge that they have read and understand this agreement and all attachments hereto and agree to all requirements and assumptions stated herein.

Accepted and agreed by:

Montclair State University

Represented by:

Print

Signature

Date

Aspire Technology Partners, LLC.

Represented by:

Print

Signature

Date

Montclair State University

Residence Hall

Wireless Network Upgrade Project

RFQ 1505C

Montclair State University through the State of New Jersey Participating Addendum entered into as NJ State Contract # 21-TELE-01506 and Standard Terms and Conditions under the NASPO Value Point Contract for Data Communication Products and Services (2019 – 2024), State of Utah Contract reference number AR3227, is seeking a bidder to upgrade the University's Cisco wireless access points to the latest Cisco Wi-Fi 6 technology as well upgrade the current switch equipment to Cisco's Multi-gigabit switching product line. This project will involve the installation of a wireless infrastructure in all 15 of the Residential Halls on campus - both indoors and on building exteriors to cover nearby outdoor spaces. No Public Works Certificate will be required for this upgrade, this is not a prevailing wage project.

The COVID-19 pandemic and subsequent growth in online and hybrid learning over the past 18+ months has caused an increased dependency upon electronic communications for the University's core mission of teaching and learning. We have seen a significant increase in the demand placed on the network, including dramatic increases in the number of connected devices, growth in traffic related to courses and many critical processes such as registration, grades and transcripts, as well as increased network security risks that must be monitored and mitigated. In addition, the nature of the applications required for distance learning during the pandemic and beyond - specifically video conferencing tools – have severely taxed our existing WiFi infrastructure as it was not designed for the high volume, low latency network requirements of students who are live-video streaming many of their classes.

These changes have necessitated a major network upgrade to address additional bandwidth and device capacity to support our students and faculty earlier than would have been planned for by the University as part of a normal technology lifecycle refresh. Residential students in particular have been impacted by the evolving remote and hybrid learning models that require a robust and high-performance wireless network connection from their residence hall or other non-traditional classroom environment.

The new network installation must be configured to provide an agile wireless network that will support applications that are both bandwidth intensive and latency sensitive. The wireless network must provide for seamless roaming within all residence hall buildings and their nearby outdoor areas while maintaining an acceptable level of performance as defined in Table #1. The solution must have the flexibility to rapidly deploy applications such as video conferencing, IPTV, VoIP, video streaming services, online gaming, and any other real-time application to all endpoints without excessive jitter, loss of quality, or RF signal. In addition, the wireless backbone must be capable of seamlessly supporting the network connectivity needs of building infrastructure equipment such as access control systems, building automation systems, video surveillance systems as well as building lighting systems.

The overall scope of the project will encompass the following tasks:

- Review the existing network environment and configurations and make any recommendations for improvements or optimizations to prepare for the new network installation, such as verifying data closet capacity, equipment firmware versions, etc.
- Installation and configuration of the Wireless Access Points and related switching equipment using the preliminary design recommendations and bill of materials provided by MSU as a guide.
- Configuration of switch uplinks and tuning and configuration of the wireless controllers with any new technology enhancements to ensure optimal performance of the new wireless infrastructure.
- All networking devices installed by the Bidder must be configured to send device statistics, error reports, diagnostic output and other relevant data to a central log repository (provided by MSU). Log data should be produced in an industry-standard log file format such as syslog so that it can be imported and manipulated by third party data analysis applications.
- Review configuration of existing Cisco ISE network access control appliances and make recommendations for improvements or optimizations.
- Provision QoS on all related Access Layer switches, Distribution and Core interfaces to ensure the best WiFi experience, particularly for latency-sensitive applications such as audio/video conferencing and VoIP.
- Create and import WiFi heatmaps into Cisco Prime.
- Work with the University-selected wiring contractor for the Wireless Access Points and outdoor antenna installations.
- Configuration of existing Cisco DNA center appliance to support new wireless network installation.
- Perform post-installation performance validation surveys per building.
- Provide complete as-built documentation.

At the completion of the new wireless infrastructure installation in each building, the Bidder must perform a post-install validation survey in that building using the Ekahau Pro and Sidekick system. These per-building surveys should be conducted by an Ekahau-certified engineer. The Ekahau reports and associated data must be delivered as part of the final as-built documentation package.

Table #1

	2.4GHz	5GHz	
Minimum Signal Strength	-62	-65	dBm
Minimum Secondary Signal Strength		-65	dBm
Minimum Signal-to-Noise Ratio	30	30	dB
Minimum Data Rate	54	400	Mbps
Max Channel Interference at minimum Signal Strength -85dBm	2	1	
Minimum Number of Access Point seen by client at -85dBm	2	1	
Maximum Round Trip Time (RTT) Delay	50	50	ms
Packet Loss	0	0	%

Other Requirements and Considerations

PROJECT TIME FRAME - While acknowledging that worldwide supply chain constraints may impact equipment availability and delivery times, Montclair State is anticipating that all equipment related to this project will be delivered on site prior to June 30, 2022. It is also the University's expectation that installation and configuration will occur as soon as sufficient quantities of equipment are available to complete a particular residence hall building and as such the per-building installation schedule may need to be adjusted throughout the duration of the project. Montclair State's goal is to have the entire project completed prior to December 30, 2022. If Bidder is not confident in being able to meet these time frame expectations they must make note of it in their bid response and propose an alternate time frame.

STAFF CERTIFICATIONS – The Bidder must have an active CCIE Wireless engineer assigned to the project. The Bidder should also have an active ECSE Certified Ekahau Engineer on their team to perform the post-installation survey. Please submit with your quote verification that the individuals assigned to the project have this certification.

BILL OF MATERIALS - Montclair State University has provided a Bill of Materials (BOM) as Attachment B. This BOM is based on the wireless survey and design work performed in the residence halls in the spring/summer of 2021 and should be used by the Bidder as a reference guide for the quantity and models of Cisco wireless Access Points and switches to support this project.

Please note that MSU has already purchased a portion of the equipment as indicated on the Bill of Materials, so Bidder's response should only reflect the additional required equipment.

PRICING – Bidder must respond to Attachment C – Price Sheet included with this RFQ.

1. Regarding the BOM, the Bidder must provide an all-inclusive discount percentage off list price for Hardware and Software (on premise), as well as for Service Packages (i.e., Maintenance, etc.). The University is requesting your firm's best discount, but at minimum the discount percentage must meet the minimum discount per the Cisco AR3227 Master Agreement. Please refer to Attachment B - Bill of Materials for further details-
2. Regarding the Value-Added Services, the Bidder must provide an all-inclusive hourly rate for Onsite Value-Added Services and Remote Value-Added Services. The University is requesting the best discount but the hourly rate must not exceed the not-to-exceed rate per the Cisco AR3227 Master Agreement. In addition, the Bidder must fill in the Maximum Hours to Complete RFQ on Price Sheet, Attachment C. These are firm hours for the maximum to be billed, no additional hours shall be paid by the University unless there is a change in the scope of work. If hours to complete the RFQ end up being less than the amount entered, the Contractor shall only bill for the total amount of hours services are rendered.

GENERAL INSTALLATION - The Bidder shall be responsible for furnishing, setting in place, installing and configuring all equipment unless otherwise noted. The installation process includes, but is not limited to the following:

- Provide the MSU project team with inventory receipts of all equipment delivered to Montclair State University

- Store all equipment in secure locations on campus (to be determined by MSU) until the equipment is installed
- Transport devices and all components to designated locations for installation
- Review all configurations and installation procedures with MSU's Networking & Communications Infrastructure team prior to beginning work in a particular building and as needed during the installation process
- Cable and configure all components as necessary, in coordination with the MSU-contracted wiring provider
- Configure all equipment and software onsite.
- Maintain equipment inventory and project status documents and make those documents available to the MSU project team during the course of the project.
- Day to day clean-up of all materials, debris and rubbish related to the installation and return all old equipment to designated campus location.
- Discard all trash and packaging at locations designated by the University and in accordance with all applicable material disposal regulations

Please note that current field conditions for existing campus network equipment (for example quantity of available switch ports) may have varied slightly since the spring/summer 2021 when the site surveys were performed in the residence halls. It is expected that the successful Bidder will adjust accordingly to work within any reasonable and expected field variances and will take such variances into account as part of their bid response.

NETWORK RELIABILITY - Montclair State University strives for 100% reliability in its network infrastructure from the user edge through the core and to the Internet. With the pervasive use of wireless technology by resident students for both course-related and recreational/entertainment activities, the residence hall wireless network must deliver the same "5-nines" (99.999%) of reliability as the rest of the campus network.

EXISTING WIRELESS ENVIRONMENT - The new WiFi-6 wireless network that will be installed during this project will not be the only wireless system on campus. Throughout the installation process of each phase of the project the Bidder must make every reasonable effort to minimize disruptions of network services to the MSU user community. It is imperative that the new wireless network coexist and fully function in a mixed environment of old vs. new equipment before, during, and after installation.

BUILDING AESTHETICS - It is the Bidder's responsibility to perform all work in such a manner as to maintain building aesthetics and appearance wherever possible. If technical or structural issues require that the installation of equipment affect the aesthetics of the location, Bidder will inform MSU in writing prior to commencing installation at that location.

NETWORK AS-BUILT DIAGRAMS – As part of the project deliverables, the Bidder will create a detailed physical network diagram using AutoCAD or Visio software (i.e., As-Built). The per-building diagrams shall show the location of all new network equipment installed as part of the project as well as details of all backbone connections between equipment. The per-building network as-built diagrams shall include:

- Equipment location
- Equipment model

- Serial number
- IP Address information
- Backbone port, media, and speed settings
- Ether Channel and trunk settings
- VLAN assignments
- Receiver sensitivity (wireless APs)
- Antenna direction (wireless APs)
- RF channel (wireless APs)
- Any other special device settings and configuration detail

The above network information must also be provided as an Excel spreadsheet document.

COORDINATE SCHEDULE - The Bidder and any subcontractor(s) shall conduct all work in coordination with MSU regarding the schedule of classes within each school, building or room. No work activity shall disrupt the regular school day schedule or in any way intrude upon teaching. This may require working after class session hours. The Bidder and Bidder's sub-contractor(s) shall adhere to any and all conduct requirements of Montclair State University. It is the Bidder's responsibility to familiarize their staff (including all sub-contractors) with any conduct requirements and adhere to those requirements.

SITE SURVEY – MSU performed a site survey of all residence hall buildings in the spring/summer of 2021 and has developed a proposed network design based on that survey (see Attachment A - Residence Hall WAP, switch, and closet details). ***This proposed design should be used as a reference point for the wireless Access Point and associated switching equipment installation locations. It is the Bidder's sole responsibility to provide the required coverage to deliver the aforementioned services in the buildings surveyed.*** If the Bidder needs to make adjustments to the proposed design to meet network performance specifications during installation, the Bidder must note and review those changes with the MSU project team and obtain sign-off prior to making any changes. The Bidder must also make the appropriate edits/markups to the MSU-provided design documents to reflect those changes as part of the final as-built documentation package.

PAYMENT SCHEDULE – Montclair State University will disburse payment to the successful Bidder based on the following project milestones:

- Cisco Equipment: Payment will be net 30 from the date the equipment is delivered to and accepted by MSU;
- Installation Services: Progress payments will be made to the awarded bidder upon the successful installation of the Cisco Wi-Fi 6 technology per residence hall. Post installation testing will be used to determine whether the installation has been finalized and payment will not be made prior to final approval (see below). Payment for each building will be made based upon the percentage of work completed.

POST-INSTALLATION TESTING - The Bidder must demonstrate that the solution has met the requirements in this document by successfully passing the per-building post-installation testing as described below. Should the post-installation testing fail because of a problem with the Bidder(s) products or deployment configuration, the University reserves the right to withhold payment for that building until the problem(s) have been resolved to the University's satisfaction. MSU will make its support team available as needed during the post-installation testing.

Bidder will fully deploy and make operational the wireless solution in designated buildings and test the solution against the requirements on all Wi-Fi bands. This will include confirmation of:

- Confirm user authentication, guest and temporary user provisioning services, as well as device registration processes are functioning properly.
- Density testing to confirm the maximum number of client devices supported per Access Point meet Cisco's published specifications.
- Demonstrate seamless client roaming between Access Points as well as controllers.
- Ability to support university used applications, such as video conferencing, and streaming services without noticeable latency, jitter, and zero packet loss.
- Dynamic RF configuration.
- Rogue access point detection, isolation, and elimination services are operational.
- Signal quality (receiver sensitivity range should be better than -65 dBm, preferred -58dBm or at a required range to provide the best user experience on a Video Conferencing systems, VoIP calls, real-time gaming applications and streaming services.)
- Data rate test to facilitate WiFi uploads and downloads speeds of at least 200Mbps each way.
- Leverage current DNA center appliance for automation capability for provisioning and change management with enhanced analytics and that pulls streaming telemetry.

The per-building deployment is considered complete when both MSU and the Bidder agree in writing that the results of the post-installation testing are satisfactory. If the University's objectives cannot be delivered as part of the Bidder's proposal, Bidder must indicate the reason(s).

FINAL ACCEPTANCE – The solution proposed shall be defined to be finally accepted by Montclair State University after the installation of all equipment has been completed, successful testing has occurred in all residence hall buildings, and all as-built documentation has been delivered and approved by MSU.

MONTCLAIR STATE UNIVERSITY TERMS AND CONDITIONS RELATED TO COVID-19 VACCINATION AND TESTING REQUIRED BY NJ EXECUTIVE ORDER 271
(hereinafter referred to as “COVID-19 CONTRACT ADDENDUM” or “ADDENDUM”)

1. This COVID-19 Contract Addendum does not apply to contracts providing financial assistance to or from the University, including but not limited to grants, bonds, or loans; contracts or subcontracts whose total value is less than the University’s bid advertising threshold; contracts where workers perform work entirely outside of the State of New Jersey; and/or contracts solely for the provision of goods.
2. For purposes of this COVID-19 Contract Addendum, the term “Covered Contractor” means, unless otherwise excluded by paragraph 1 above, contracts executed on and after October 20, 2021, requests for proposal soliciting a contract issued on and after October 20, 2021, extension or renewal of an existing contract executed on and after October 20, 2021, and option on an existing contract exercised on and after October 20, 2021, and: a) where the contract is for services, construction (including demolition, remediation, removal of hazardous substances, alteration, custom fabrication, repair work, or maintenance work) or a leasehold interest in real property through which the workers of covered contracts have access to State property, and b) the cost or contract price thereof is to be paid, in whole or in part, with or out of University funds.
3. For purposes of this COVID-19 Contract Addendum, the term “Covered Worker” means any full-time or part-time worker for a covered contractor working on or in connection with a contract with Montclair State University that requires such worker to enter, work at, or provide services in any place, site, installation, building, room, or facility in which Montclair State conducts official business or is within the University’s custody or control, or that relates to offering services for University employees or their dependents, students, or the general public.
4. Covered Contractors agree that the following terms and conditions are incorporated into the contract awarded by the University and any of Covered Contractor’s subcontracts at any tier.
5. Covered contractors shall require all covered workers to either provide adequate proof to the covered contractor that they have been fully vaccinated or submit to COVID-19 testing no less than one or two times per week. Any covered worker that has not provided adequate proof that the covered worker is fully vaccinated must submit to a minimum of weekly or twice weekly testing on an ongoing basis until fully vaccinated.
6. Covered contractors shall cause their covered workers to demonstrate proof of full COVID-19 vaccination status by presenting the following documents to the covered contractor if they list COVID-19 vaccines currently authorized by the U.S. Food & Drug Administration (“FDA”) for emergency use (“EUA”) in the United States and/or the World Health Organization (“WHO”), along with an administration date for each dose:

- a. The CDC COVID-19 Vaccination Card issued to the vaccine recipient by the vaccination site, or an electronic or physical copy of the same;
- b. Official record from the New Jersey Immunization Information System or other State immunization registry;
- c. A record from a health care provider's portal/medical record system on official letterhead signed by a licensed physician, nurse practitioner, physician's assistant, registered nurse or pharmacist;
- d. A military immunization or health record from the United States Armed Forces; or
- e. Docket mobile phone application record or any state specific application that produces a digital health record.

Covered contractors collecting vaccine information from covered workers must comport with all federal and State laws, including but not limited to the Americans with Disabilities Act, that regulate the collection and storage of that information.

7. To satisfy the testing requirement, a covered worker who is not vaccinated must undergo screening testing at minimum one to two times weekly. Where a covered contractor requires an unvaccinated covered worker to submit proof of a COVID-19 test, the worker may choose either antigen or molecular tests that have EUA by the FDA or are operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Where a covered contractor provides the unvaccinated covered worker with on-site access to COVID-19 tests, the covered contractor may similarly elect to administer or provide access to either an antigen or molecular test. If the covered worker is not working on-site during a week where testing would otherwise be required, the covered contractor's policy need not require the worker to submit to testing for that week. This requirement shall not supplant any requirement imposed by the covered contractor regarding diagnostic testing of symptomatic workers or screening testing of vaccinated workers.
8. For purposes of this Addendum, a covered worker shall be considered fully vaccinated for COVID-19 two weeks or more after they have received the second dose in a two-dose series of a vaccine or two weeks or more after they have received a single-dose vaccine. Individuals will only be considered fully vaccinated where they have received a COVID-19 vaccine that is currently authorized for emergency use by the FDA or the WHO, or that are approved for use by the same. Workers who are not fully vaccinated, or for whom vaccination status is unknown or who have not provided sufficient proof of documentation, shall be considered unvaccinated for purposes of this Addendum.
9. Covered contractors shall track test results from testing required by this Addendum and must report results to local public health departments.
10. In the event this Addendum is signed at the time of bid or proposal for a contract, or prior to executing a contract to be awarded by the University, the undersigned hereby certifies that it shall comply with this Addendum by having the policies and practices required by this Addendum in place, and shall collect all data necessary for compliance with this Addendum. Covered contractors further certify that, at the time of submission of an invoice, they have complied with this Addendum during the period of time covered by the invoice.

11. Nothing in this Addendum shall prevent a covered contractor from instituting a vaccination or testing policy that includes additional or stricter requirements, so long as such policy comports with the minimum requirements of this Addendum. A covered contractor may also maintain a policy that requires more frequent testing of covered workers.
12. The parties agree this Addendum may be unilaterally revised by the University to comply with any directive issued by the State of New Jersey supplementing the requirements outlined in Executive Order 271, which may include, but not be limited to, any requirements for reporting vaccination and testing data to the NJ Department of Health. Covered Contractor recognizes and agrees that actions taken by the Commissioner of NJDOH pursuant to Executive Order 271 shall not be subject to the requirements of the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq. This Addendum shall remain in effect until revoked or modified by the University .

Lorraine Azzinaro
AUTHORIZED SIGNATURE

Lorraine Azzinaro

NAME

COO

TITLE

Aspire Technology Partners, LLC

COMPANY NAME

12/1/2021

DATE

ADDENDUM NO. 1**Request for Quote #1505C
Residence Hall Wireless Network Upgrade
November 15, 2021**

Date of Original Bidding Documents: November 3, 2021

Date of Addendum No. 1: November 15, 2021

INTENT: This Addendum forms a part of the Contract Documents and modifies the Original Bidding Documents and Prior Addenda, if any, as identified above. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject to Bidder to disqualification.

I. Points of Information:

1. **Question** - Line 49 of the BOM states in Column D that 189+ was purchased but Column E says 189+ still needed. This is support and the only line in that section that has a discrepancy. Can you confirm if these are purchased or still needed?

Answer- Line 49 represents the Cisco SmartNet support for the qty 189 Cisco 9105AX devices that MSU has in inventory. Line 49 is just the maintenance on those 189 devices.

2. **Question** – Is Bidder responsible for physical mounting of the APs or will that be completed by the MSU wiring contractor?

Answer – The Bidder is not responsible for physical mounting of the AP's. MSU's wiring contractor will physically mount the AP's.

3. **Question** - RFP states the new wireless must coexist with the existing. Is this just during migration or permanently? Also, will they share the same existing SSID(s) or use new ones?

Answer – As the new wireless equipment is installed, the older equipment will be removed. During the migration the old and new wifi networks need to coexist using the existing SSIDs.

4. **Question** – For DNAC integration, is it correct that is just for Wireless Assurance and configuration management will be through Prime?

Answer – MSU intends to migrate Wireless Assurance and configuration management from Prime to DNAC.

5. **Question** - What level of access will we have to occupied dorm rooms if needed for surveys?

Answer – MSU IT and Residence Life will ensure that you have proper access to occupied dorm rooms to perform surveys as needed. In most cases this will be supervised access with an IT or Residence Life staff member.

6. **Question** - What are the maintenance windows for rewiring closets, migrating APs. Weekends only, nights only? Only during the summer? Etc.

Answer – There are no specific maintenance windows intended for this project, however all work should be performed to minimize disruption to student activity. MSU IT will work with the vendor to develop a reasonable, flexible installation schedule and will coordinate with Residence Life to communicate that schedule to resident students.

7. **Question** - How many ISE nodes are there to review?

Answer – There are 8 in total, 6 primary nodes and 2 backup nodes for monitoring and administration.

8. **Question** - Who will be responsible for the physical installation of the Wireless Access Points and External Antennas/Antenna Cabling (if required)? The integrator or the cabling vendor?

Answer – The MSU wiring contractor will physically install the AP's.

9. **Question** - Cisco raised list prices significantly effective 11/1/21. The list prices listed in attachment B appear to be pre-price increase. Will these be updated with current list prices?

Answer – The list prices for the equipment will be at the approved list prices under New Jersey State Contract #21-TELE-01506 at the time the agreement is signed.

10. **Question** - The RFQ states that equipment can be invoiced when all materials are received. In view of the expected 180day + lead times, is it acceptable to amend this to allow for invoicing of significant partial deliveries (>\$10K) prior to receipt of all materials?

Answer - Partial deliveries are acceptable and the University will pay invoices based upon receipt of those items for substantial partial deliveries.

11. **Question** - The RFQ states that Professional Services are to be invoiced by the building after the completion of the installation and after sign off that performance and documentation requirements are met. It is a general practice for Systems Integrators to bill a significant portion of a project's cost prior to starting work with the balance due after successful completion of the project. Would it be possible to amend the PS invoicing terms to accommodate this?

Answer - The University cannot agree to prepayment. Under Section 11.63 Payment to Vendors of the State of N.J. Participating Addendum entered into as NJ State Contract # 21-TELE-01506 and Standard Terms and Conditions, it specifically states the following: "The Contractor must submit invoices to the Authorized Purchases with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered".

12. **Question** - The RFQ states that if hours to complete the work are under what is quoted, the integrator is to invoice only for time of the services rendered. If we bid the services as a fixed price, billing (and documenting) work on an hourly basis?

Answer – Bidders must bid the project in accordance with Attachment C - Price Sheet provided with this request. The Bidder must provide hourly rates and the maximum hours to complete the RFQ as requested, which are firm hours for the maximum to be billed. No additional hours shall be paid by the University. If hours to complete the RFQ end up being less than the amount entered, the Contractor shall only bill for the total amount of hours services are rendered.

13. **Question** - We generally require a signed Statement of Work prior to assigning resources or starting work to document and assure full agreement on the finer parts of the scope of work to be performed. Will this be acceptable if the SoW incorporates and is consistent with the RFQ, NASPO contract, and RFQ response?

Answer – The University uses a two-page agreement that incorporates the documents relating to the project to formalize the agreement. The documents incorporated will include this addendum, the issued Scope of Work (RFQ 1505C), the State of New Jersey Participating Addendum entered into as NJ State Contract # 21-TELE-01506 and Standard Terms and Conditions under the NASPO Value Point Contract for Data Communication Products and Services (2019 – 2024), State of Utah Contract reference number AR3227, and the Contractor's response.

14. **Question** - The RFQ requires importing floor plans and WAP locations into Prime but also references DNA Center. Do you require importing into Prime, DNAC, or both?

Answer –Both Prime and DNAC.

15. **Question** - The RFQ requires “Provide the MSU project team with inventory receipts of all equipment delivered to Montclair State University”. Can you elaborate more on the expectation here?

Answer - As the bidder will be ordering equipment to be delivered to MSU, MSU requires the bidder to provide all equipment ordering, shipping, and receiving support documents. We also require that the bidder confirm physical inventory delivery with MSU IT.

16. **Question** - The RFQ requires, “Store all equipment in secure locations on campus (to be determined by MSU) until the equipment is installed.” Is the integrator required to provide their own storage container? If an MSU location is to be used, security will need to be the responsibility of MSU.

Answer – MSU will be providing the equipment storage location(s) and will be responsible for securing those locations.

17. **Question** - If the post deployment validation survey indicates that additional WAP’s or relocation of WAP’s is required, will MSU or the integrator be responsible for the cost of additional materials and/or cabling?

Answer - MSU will be responsible for any additional material or cabling costs for any post-installation WAP relocation/additions, but any required professional services will still be the responsibility of the vendor as part of their bid response.

II. Special Notice of Bid Extension:

NOT USED

III. Changes to Prior Addenda:

NOT USED

IV. Changes to Bidding Requirements:

NOT USED

V. Changes to Agreement and Other Contract Forms:

NOT USED

VI. Changes to Conditions of the Contract:

NOT USED

VII. Changes to Specifications:

Please see the revised “Attachment C- Price Sheet” attached to this addendum.

VIII. Changes to Drawings:

NOT USED

Please acknowledge receipt of this Addendum No. 1 via email: bladese@montclair.edu or fax.
The fax number is 973-655-5468.

Aspire Technology Partners

Company Name (please print)

TJR

Signature

TED ROSE

Contact Name (please print)

11/24/21

Date

Sr. Acct Exce.

Title



ADDENDUM NO. 2

**Request for Quote #1505C
Residence Hall Wireless Network Upgrade
November 22, 2021**

Date of Original Bidding Documents: November 3, 2021
Date of Addendum No. 1: November 15, 2021
Date of Addendum No.2: November 22, 2021

INTENT: This Addendum forms a part of the Contract Documents and modifies the Original Bidding Documents and Prior Addenda, if any, as identified above. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject to Bidder to disqualification.

I. Points of Information:

1. **Question** - The following statement is made regarding certifications:

STAFF CERTIFICATIONS – The Bidder must have an active CCIE Wireless engineer assigned to the project. The Bidder should also have an active ECSE Certified Ekahau Engineer on their team to perform the post-installation survey. Please submit with your quote verification that the individuals assigned to the project have this certification.

Can you please let us know if MSU will need the Primary SE to be a CCIE wireless engineer, or if one just needs to be on-staff/consulted throughout the project? Let me know if this is something that you can provide some clarity on.

Answer- The CCIE wireless engineer does not have to be onsite however, will be required to be actively engaged on all matters and concerns throughout the project as well as quickly be accessible when MSU deems necessary including project meeting.

2. **Question** - I'm working through pricing and wanted to bring something to your attention. The NASPO list prices that you are showing in Attachment B for the SmartNet PID's appear to be 1 year prices and not 3 year prices as indicated in the item description. Could you please take a look and if necessary update Attachment B.

Answer – MSU confirmed with Cisco that the following five (5) SmartNet SKU's: CON-SNT-C9120BI; CON-SNT-C120AXE9; CON-SNT-C9105AIB; CON-SNC-C93024XU; and CON-SNTP-C9504YA4 are for a one-year term. As MSU is looking for a 3-year term, Attachment B – Bill of Materials has been revised to multiply the list price by three (3) for each of these SKU's to reflect the 3-year term MSU is requesting. Attachment C – Price Sheet has also been revised to reflect the updated "Total List Cost for Bill of Materials Identified in Attachment B to be Purchased" based upon these revisions. Please note that Cisco has advised MSU that purchasing 3-years of SmartNet may result in Cisco passing on some additional discount to distributors when requesting final value-added reseller (VAR) pricing from Cisco and this should be factored into the "Discount Percentage off of List Price for Service Packages" provided to MSU.

II. Special Notice of Bid Extension: *New Date to Submit Proposal 11/29/21 by 2:00 PM*

III. Changes to Prior Addenda:
NOT USED

IV. Changes to Bidding Requirements:
NOT USED

V. Changes to Agreement and Other Contract Forms:
NOT USED

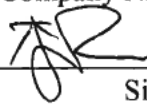
VI. Changes to Conditions of the Contract:
NOT USED

VII. Changes to Specifications:

Please see the revised "Attachment B- Bill Of Materials" attached to this addendum.
Please see the revised "Attachment C- Price Sheet" attached to this addendum.

VIII. Changes to Drawings:
NOT USED

Please acknowledge receipt of this Addendum No. 2 via email: bladese@montclair.edu or fax.
The fax number is 973-655-5468.

Aggre Technology Partners
Company Name (please print)

Signature
TED ROSE
Contact Name (please print)

11/24/21
Date
Sr. Acct. Exec.
Title

STATE OF NEW JERSEY PARTICIPATING ADDENDUM AND STANDARD TERMS AND CONDITIONS

Under NASPO ValuePoint Contract for Data Communications Products and Services (2019 – 2024) [State of Utah Contract Ref. No. AR3227, Solicitation #SK18001]

This Participating Addendum is made as of the effective date of the NVP Master Agreement or the last date of signature below, whichever is later (the "Effective Date"), by and between, Cisco Systems, Inc. whose address is 170 West Tasman Drive, San Jose, CA 95134 ("Contractor"), and the State of New Jersey, Department of the Treasury, Division of Purchase and Property ("Participating State" or "State") whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625, on behalf of the State of New Jersey and all "Authorized Purchasers" (as defined below). For clarification of references throughout this document, the term "State," in any form, refers to the State and any Authorized Purchaser, unless otherwise indicated. Capitalized terms used but not defined shall have the meaning ascribed to them in the Master Agreement (as defined below).

WHEREAS, pursuant to N.J.S.A. 52:34-6.2, the Director of the Division of Purchase and Property (the "Director"), within the New Jersey Department of the Treasury (the "Division") "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services;" and

WHEREAS, the State of Utah ("Lead State") and Contractor have entered into Contract #AR3227 (the "Master Agreement"), which may be found at the following

URL: <https://www.naspovaluepoint.org/portfolio/data-communications-2019-2026/cisco-systems-inc/> awarded in accordance with the State of Utah Solicitation for Data Communications Products and Services 2019 - 2024 Solicitation #SK18001 (the "Solicitation"); and

WHEREAS, the Director has determined that entering into a Participating Addendum with Contractor under the Master Agreement to provide data communications products and services is the most cost effective method of procuring these products and services, and that it is in the best interest of the State to enter into a Participating Addendum with Contractor; and

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties to this Participating Addendum hereby agree as follows:

1.0 Term and Extension Option; Order of Precedence; Entire Agreement:

1. The term of this Participating Addendum shall be effective from the Effective Date and shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement or this Participating Addendum, whichever shall occur first. Notwithstanding anything to the contrary contained in the Master Agreement, the State reserves the right, in its sole discretion, to extend this Participating Addendum upon an extension of the Master Agreement under the same terms and conditions as stated in this Participating Addendum. Notwithstanding anything to the contrary contained in the Master Agreement, there shall be no automatic renewals of the Participating Addendum.
2. The entire agreement, and all rights and obligations between the parties, shall consist of the following documents (which shall be collectively referred to as the "Agreement"):
 - a. This Participating Addendum,;
 - b. The Master Agreement, including license agreements and Service Level Agreements, as applicable, subject to the provisions of Section 1.0 of this Participating Addendum, incorporated by reference herein as Exhibit C;
 - c. The Solicitation, incorporated by reference herein as Exhibit D;
 - d. The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State, incorporated by reference herein as Exhibit E; and
 - e. Order-specific documents, in the following order:
 - i. A Purchase Order issued by an Authorized Purchaser against the Participating Addendum;
 - ii. A Contractor-supplied scope of work as applicable, approved in writing by the Division.

The documents comprising the Agreement shall be read to be consistent and complimentary. In the event of any conflict between the terms of the documents comprising the Agreement, the conflict shall be resolved by giving priority to the documents in the order listed above.

3. The Agreement sets forth the entire agreement between the parties and supersedes all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.
4. Contractor terms and conditions, including but not limited to any software license or service level agreement, applicable to the Agreement are those expressly accepted by the Lead State, attached to the Master Agreement as an Exhibit or an Attachment as of the Effective Date of this Participating Addendum, as may be superseded, amended or rejected by this Participating Addendum.
5. In the event the Lead State approves Contractor to offer new or additional Products and Services under the Master Agreement after the Effective Date of this Participating Addendum and such Products or Services incorporate any different, inconsistent, or additional terms into the Master Agreement, including, but not limited to any software license agreement or service level agreement, such terms and conditions shall not be made part of the Agreement without a written amendment to the Participating Addendum signed by both parties. .
6. In the event that Contractor presents terms and conditions, including but not limited to software license agreement or service level agreement, in response to an order by an Authorized Purchaser, through any medium whatsoever, that have not been previously accepted by the Division as part of this Participating Addendum, or as an amendment to this Participating Addendum, are expressly rejected and shall not become part of the Agreement.
7. References to external documentation -
 - a. Any external information incorporated by reference within any of the documents comprising the Agreement, including, without limitation, click-through, shrink-wrap, software license agreements or service level agreements, are subject to the terms and conditions of this Participating Addendum. In the event of a conflict, the terms of this Participating Addendum shall prevail. Additional terms and conditions contained in a document incorporated by reference within any of the documents comprising the Agreement may be accepted, but must be explicitly set forth in Section 8.0 herein, or as an exhibit to this Participating Addendum.
 - b. Any changes in the information incorporated by reference by any of the documents that comprise the Agreement, including, without limitation, click-through, shrink-wrap, software license agreements or service level agreements, are subject to the terms and conditions of this Participating Addendum. In the event of a conflict, the terms of this Participating Addendum shall prevail. Additional terms and conditions contained in a document incorporated by reference may be accepted, but must be explicitly set forth in Section 8.0 herein, or as an exhibit to this Participating Addendum.
8. Amendments – This Participating Addendum may not be amended except in a writing signed by both parties.

2.0 Scope of Services:

1. The scope of Products and Services that may be procured by Authorized Purchasers defined in Section 6.0(1) of this Participating Addendum (State agencies) shall be those Products and Service offerings awarded under the Master Agreement, subject to restrictions, if any, set forth in the State's Method of Operation, as may be amended from time to time and posted on the State's website. For all Authorized Purchasers other than State agencies, the full suite of Product and Service offerings awarded under the Master Agreement may be procured under this Participating Addendum.
2. If requested by the State, Contractor shall demonstrate to the State that each Product or Service included in an order is within the scope of the Master Agreement as awarded by the Lead State.

3.0 Reporting Requirements

The Contractor shall deliver a copy of the detailed sales data reports described in Section 7 of the Master Agreement ("Reports") to the Procurement Specialist and State Contract Manager within ten (10) days of providing the Reports to the Lead State and NASPO ValuePoint Cooperative Development Team. The Reports may be limited to Sales made to Authorized Purchasers under this Participating Addendum.

4.0 Restrictions

1. Any restrictions or limitations regarding the State's use of this Agreement will be set forth in the State's Method of Operation, as may be amended from time to time and posted on the State's website.
2. Financing, leasing, and renting is not permitted under this Participating Addendum for State agencies. Authorized Purchasers, as defined in Section 6.0(2)-(5) may finance their purchase, if permitted under law. If financing is through a lease agreement, that agreement is separate from this Participating Addendum and is between the Contractor and the respective Authorized Purchaser only.
3. The scope of this PA excludes the following: Master Agreement Attachment B Sections 1.2.2.3 Cloud Portal and Automation; 1.3.2.7 Cloud-based services for Network Communications Integrity; and 1.4.5 Cloud-based services for Access Points.

5.0 Termination of Contract:

1. For Convenience-
 - A. Notwithstanding any provision or language in the Agreement to the contrary, the Director may terminate at any time, in whole or in part, this Participating Addendum or any contract entered into pursuant to this Participating Addendum, for the convenience of the State, upon no less than forty-five (45) days written notice to the Contractor.
 - B. Contractor shall not have the right to terminate this Participating Addendum for convenience.
2. For cause-
 - A. Where the Contractor fails to perform or comply with the Agreement or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate this Participating Addendum, in whole or in part, upon thirty (30) days' notice to the Contractor with an opportunity to respond and cure within the thirty (30) day period.
 - B. Where in the reasonable opinion of the Director, the Contractor continues to perform poorly under the Agreement as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the Contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint the Director may terminate this Participating Addendum, in whole or in part, upon thirty (30) days' notice to the Contractor with an opportunity to respond prior to termination.
 - C. The Contractor shall not have the right to terminate this Participating Addendum. Any provisions in the Agreement regarding the Contractor's right to terminate or cancel this Participating Addendum are superseded by and replaced in their entirety by this Section 5.0 of this Participating Addendum. However, in the event that an Authorized Purchaser violates its obligations under Section 20 (License of Pre-Existing Intellectual Property), of the Master Agreement or Section 5.17 (Confidentiality) of this Participating Addendum, Contractor may refuse to accept or process orders from such Authorized Purchaser immediately upon written notice to the State and such Authorized Purchaser, until such time as Authorized Purchaser submits a plan to correct such violations satisfactory to Contractor, which approval will not be unreasonably withheld. Notwithstanding anything to the contrary, Contractor shall continue to process orders submitted by other Authorized Purchasers.
3. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
4. In the event of termination under this section, the Contractor will be compensated for work performed or goods supplied in accordance with the Agreement, up to the date of termination. Such compensation may be subject to adjustments. In the event of a termination for convenience under Section 5.0(1), there shall be no refund of pre-paid fees. In the event of a termination for cause under Section 5.0(2), Contractor shall issue Authorized Purchaser(s) a pro-rata refund of unused pre-paid fees.

6.0 Authorized Purchasers:

"Authorized Purchasers" under this Participating Addendum shall mean the State and the following:

1. State agencies.
2. Quasi-State Agencies - A "Quasi-State Agency" is 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, as defined in N.J.S.A. 52:27B-56.1, provided that any sale to any such bi-state governmental entity is for use solely within the State of New Jersey.
3. Political Subdivisions, Volunteer Fire Departments And First Aid Squads, And Independent Institutions Of Higher Education - Counties, municipalities and school districts as defined in N.J.S.A. 52:25-16.1., volunteer fire departments, volunteer first aid squads and rescue squads as defined in N.J.S.A. 52:25-16.2, independent institutions of higher education as defined in N.J.S.A. 52:25-16.5, provided that each purchase by the independent institution of higher education shall have a minimum cost of \$500. The extension to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education must be under the same terms and conditions, including price, applicable to the State.
4. State Colleges –in accordance with N.J.S.A. 18A:64-60.
5. County Colleges - in accordance with N.J.S.A. 18A:64A- 25.9.

Authorized Purchasers as defined in Section 6.0(2)-(5) are responsible for the full cost of their purchases. The State and Authorized Purchasers as defined in Section 6.0(1) are responsible for the full cost of their purchases.

7.0 Fulfillment Partners and Subcontractors

1. Contractor has the right to utilize authorized Fulfillment Partners/Resellers (hereinafter Fulfillment Partners), as fulfillment agents, e.g., for direct order taking, processing, fulfillment or provisioning.
2. If Contractor uses Fulfillment Partners, Contractor and the State agree to a minimum of 2 and a maximum of 17 Fulfillment Partners. To add a Fulfillment Partner, Contractor shall submit to the State a written request with Items 1 through 10, as enumerated in Section 14.0, The State of New Jersey Mandatory Certification Requirements, of this Participating Addendum for each Fulfillment Partner. The Contractor shall be responsible for obtaining all required forms from each Fulfillment Partner. The State will not accept forms directly from a Fulfillment Partner.
3. Fulfillment Partners may be removed and/or added upon ten (10) business days' prior written notice to the State during the term of the Agreement, but under no circumstance shall the total number of Fulfillment Partners exceed the aforementioned maximum.
4. Each of Contractor and the State reserve the right to remove an authorized Fulfillment Partner at its discretion for cause, not meeting established vendor criteria under the Agreement, or where the addition, or continued use, of the entity would violate any State or federal law or regulation. If an authorized Fulfillment Partner is removed for any reason, Contractor will name the alternate Fulfillment Partner responsible to fulfill each pending purchase order and is responsible for any delay to the expected delivery.
5. The name, address and contact information for Contractor-approved Fulfillment Partners shall be separately set forth at the Contractor's website, as amended by Contractor during the term of the Agreement, including any applicable technical certifications or general limitations (e.g., geographic) or Contractor qualifying criteria as applicable (qualifying criteria).
6. Pursuant to Section 11.0 State of New Jersey Standard Terms and Conditions, paragraph 5.8(A), of this Participating Addendum, this Agreement may not be subcontracted by the Contractor, in whole or in part, without the prior written consent of the Director, which shall not be unreasonably withheld. Such consent, if granted, shall not relieve the Contractor of any responsibilities under this Participating Addendum, nor shall it create privity of contract between the State and any subcontractor. If Contractor uses a subcontractor to fulfill any of its obligations, the Contractor shall be responsible for the subcontractor's (a) performance; (b) compliance with all of the terms and conditions of the Agreement; and (c) compliance with the requirements of all applicable laws.
7. Where Contractor utilizes a Subcontractor, Contractor shall provide to the State items 1 and 10, as enumerated in Section 13.0, The State of New Jersey Mandatory Certification Requirements, of this

Participating Addendum ("Subcontractor Certifications") for each proposed Subcontractor along with Contractor's written request for approval thereof.

- a. Where a Subcontractor is approved, Contractor may not substitute another Subcontractor without the prior written consent of the Director and until Contractor provides to the State Subcontractor Certifications for the new proposed Subcontractor along with Contractor's written request for approval thereof.
 - b. If at the time of the execution of the Agreement, Contractor is generally utilizing a subcontractor to provide technical support and/or other non-contract related Services to its customers, such subcontractor need not be disclosed, and Contractor may substitute a different subcontractor without the Director's prior approval.
8. Pursuant to Section 11.0 State of New Jersey Standard Terms and Conditions, paragraph 5.8(B), of this Participating Addendum, the Contractor may not assign its responsibilities under this Participating Addendum, in whole or in part, without the prior written consent of the Director.

8.0 Modified Master Agreement Terms

1. Notwithstanding anything to the contrary in the Master Agreement, the State does not agree to auto-renewal of maintenance, technical support, service fees, subscription fees or any other product or service requiring periodic renewal.
2. Notwithstanding anything to the contrary in the Master Agreement, the State does not agree to arbitration.
3. Notwithstanding anything to the contrary in the Master Agreement, under no circumstances will the State indemnify Contractor and any such provision in the Master Agreement shall be of no force and effect. The State of New Jersey's obligations under the Agreement are subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds.
4. Notwithstanding anything to the contrary in the Master Agreement, the State shall not be responsible for the Contractor's attorney fees and/or expenses.
5. To the extent the Master Agreement permits Contractor to conduct periodic audits of the State's usage of the software provided thereunder, such provision is amended to include the following audit notice and dispute resolution process:
 - a. AUDIT NOTICE – Notwithstanding anything to the contrary in the Master Agreement, or other contract document, in the event that the Contractor seeks to exercise a right to audit the State's use of software, Contractor shall deliver simultaneous written notice, no less than thirty days in advance of the audit start date (unless the Contractor's notice provides a longer notice period), to:
 1. the Director of the New Jersey Department of Treasury, Division of Purchase and Property:
Procurement Bureau, Technology Unit
P.O. Box 230
Trenton, New Jersey 08625-0230
 2. the Chief Technology Officer of the New Jersey Office of Information Technology:
Office of the Chief Technology Officer
300 Riverview Plaza
Trenton, New Jersey 08625
 3. and the State Contract Manager.

The notice shall reference the specific audit provision(s) in the Master Agreement and/or relevant licensing agreements as incorporated into the Master Agreement and explicitly accepted by the State being exercised and include copies of same, specify the means by which the Contractor will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.
 - b. AUDIT DISPUTE RESOLUTION -- If the State, in good faith, provides Contractor with written notice of an alleged error in the amount of underpaid fees due Contractor as a result of an audit (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as "Representative") to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under

this paragraph and shall continue to perform their respective obligations under the Agreement while they endeavor to resolve the dispute under this paragraph. All meetings and discussions between Representatives will be deemed confidential settlement discussions under Rule 408 of the New Jersey Rules of Evidence.

- c. STATE NOT LIABLE FOR AUDIT COSTS -- Notwithstanding anything to the contrary in the Master Agreement, the State will not reimburse Contractor for any costs related to an audit.
 - d. NO AUDIT RIGHT CREATED -- In the event that the Master Agreement does not permit audits of the State's usage of software, this provision shall not be interpreted to provide such an audit right.
6. Master Agreement Attachment A, Section 14(b), Shipping and Deliver, is modified to delete the word "negligently" in the first sentence.

9.0 Delivery Guarantees:

- 1. Deliveries shall be made in accordance with the Master Agreement, Section 14, Shipping and Delivery. Notwithstanding anything to the contrary in any Agreement document, the State shall not pay shipping charges for failure to meet a minimum shipment amount.
- 2. The Contractor shall be responsible for the delivery of new or "like-new" products in accordance with good commercial practice. "Like-new" products will be identified as "like-new" and will be furnished at a price discounted from the price of the equivalent new product.
- 3. In the event delivery of goods or services is not made within the 30 days from the delivery estimate provided, the State shall be authorized to obtain the product or service from any available source.

10.0 Performance Guarantee:

Notwithstanding anything to the contrary in the Master Agreement Terms and Conditions or the Master Agreement, this Section 10.0 supersedes and replaces Section 18 of the Master Agreement and prevails over any inspection or acceptance language contained in an Order.

The Contractor hereby certifies that:

- 1. The equipment offered is standard, new or "like-new" equipment, with available parts regularly used for the type of equipment offered; that such parts are all in production; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. In the event that a warranty claim occurs during the warranty period as set forth in the Master Agreement, warranty hardware replacement may consist of "like-new" parts.
- 2. All equipment supplied under the Agreement and operated by electrical current is UL listed where applicable.
- 3. Contractor warrants that all goods purchased by the State shall be fully operational for the period stated in the Master Agreement from time of acceptance by the State. Authorized Purchaser has sixty (60) days after Product delivery to inspect the Product for external damage and for any concealed damage ("Acceptance Period"). If external or concealed damage is revealed during the Acceptance Period, then Authorized Purchaser shall notify Contractor. At Contractor's option, Contractor shall 1) repair such damage, 2) ship a replacement, or 3) refund the purchase price (upon return of the Product). Delivery of goods shall be evidenced by a signed delivery receipt. The Contractor and/or Fulfillment Partner shall render prompt warranty service without charge, regardless of geographic location.
- 4. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- 5. Trained and/or Contractor-certified technicians and/or engineers are regularly employed to make necessary repairs to equipment within the time accepted as detailed in Contractor's support program documentation in Exhibit 2 to the Master Agreement.
- 6. During the warranty period, at Contractor's sole option, the Contractor shall promptly repair, replace or provide a refund of the purchase price of any product which is rejected for failure to meet and conform with the Contractor's product specifications. This warranty does not apply to misuse, modification, damages caused by force majeure, as defined in the Master Agreement, or the State's or other Authorized Purchaser's failure to follow operation instructions of Contractor.

7. Contractor warrants that during the warranty period, software shall perform substantially in accordance with specifications, from the time of acceptance.
8. Contractor represents and warrants that, at the time of delivery and installation of the software provided pursuant to the Agreement, Contractor will use commercially reasonable efforts to deliver products that are free from viruses, programs or programming devices designed to modify, delete, damage, or disable the software or the State's data.
9. All services rendered under the Agreement shall be performed in strict and full accordance with requirements agreed upon at time of Order. The Order shall not be considered complete until final approval by the Authorized Purchaser is rendered. If any services do not conform to contract requirements, the Authorized Purchaser may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Authorized Purchaser may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

11.0 State of New Jersey Standard Terms and Conditions

11.1. RESERVED

11.2. State Law Requiring Mandatory Compliance by All Contractors

The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

11.2.1 Business Registration

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the bidder who shall provide it to the State.

The Contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

11.2.2 Anti-discrimination

All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Construction Contracts (Exhibit B and Executive Order 151, August 28, 2009, attached) as appropriate.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

11.2.3 New Jersey Prevailing Wage Act

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The Contractor's signature on this Participating Addendum is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by this Participating Addendum has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the Contractor's signature on this Participating Addendum is also his/her guarantee that he/she and any subcontractors

he/she might employ to perform the work covered by this Participating Addendum shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

11.2.4 Americans with Disabilities Act

The Contractor and its Fulfillment Partners must comply with all provisions of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.

11.2.5 MacBride Principles

Contractor must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

11.2.6 Pay to Play Prohibitions

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for Contractor to:

- A. Make or solicit a contribution in violation of the statute;
- B. Knowingly conceal or misrepresent a contribution given or received;
- C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- D. 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;
- E. 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;
- F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- H. 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.

11.2.7 Political Contribution Disclosure

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 N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the Contractor receives one or more contracts valued at \$50,000.00 or more. It is the Contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888) 313-3532 or on the internet at <http://www.elec.state.nj.us/>.

11.2.8 Standards Prohibiting Conflict of Interest

The following prohibitions on Contractor activities shall apply to all contracts and purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

As used below, "vendor" means any person, firm, corporation, or other entity which provides or offers or proposes to provide goods or services to or perform any contract for any State agency. As used below, "State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and, to the extent consistent with law, any interstate agency to which New Jersey is a party and any independent State authority, commission, instrumentality or agency. A county or municipality shall not be deemed an agency or instrumentality of the State.

No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A.

52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards, now known as the State Ethics Commission;

No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding the present or proposed relationship does not present the potential, actuality or appearance, of a conflict of interest;

No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;

No vendor shall cause or influence, or attempt to cause or influence, any State officer or employees or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person; and

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with the Contractor under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines in the Executive Commission on Ethical Standards, now known as the State Ethics Commission may promulgate under the provisions under paragraph 3c of Executive Order No. 189.

11.2.9 Set-Off for State Tax Notice

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

11.2.10 Compliance Laws

The Contractor must comply with all local, State and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder. The Contractor must comply with all State and Federal data and privacy laws, rules and regulations applicable to Contractor under the contract.

11.2.11 Compliance State Laws

It is agreed and understood that any contracts and/or orders placed under this contract shall be governed and construed and the rights and obligations of the parties hereto and of the Authorized Purchasers shall be determined in accordance with the laws of the State of New Jersey, including without limitation, by the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., without reference to conflict of laws principles, and any and all litigation arising therefrom or related thereto shall be filed in the appropriate Division of the New Jersey Superior Court.

11.2.12 Warranty of no solicitation on commission or contingent fee basis

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

11.2.13 Ownership Disclosure

Pursuant to N.J.S.A. 52:25-24.2, in the event the bidder is a corporation, partnership or limited liability company, the bidder must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to execution of the Participating Addendum. In the alternative, to comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

11.2.14 Prohibited Investment in Iran

Pursuant to N.J.S.A. 52:32-55, the Contractor must utilize the Disclosure of Investment Activities in Iran form to certify that neither the Contractor, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Contractor, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities as directed on the form.

11.2.15 Contractor and/or Fulfillment Partner Facilities Inspection

The State reserves the right to inspect the Contractor and/or Fulfillment Partner's establishment before making an award for the purposes of ascertaining whether the Contractor has the necessary facilities for performing the contract.

The State may also consult with clients of the Contractor to assist the State in making a contract award that is most advantageous to the State.

11.2.16 Request for Additional Information

The Director reserves the right to request relevant information from the Contractor which may assist him or her in making a contract award, including factors necessary to evaluate the Contractor's financial capabilities to perform the contract. Further, the Director reserves the right to request a Contractor to explain to the Director's reasonable satisfaction, how the bid price was determined.

11.2.17 – 11.2.18 RESERVED

11.2.19 Cash Discounts

Contractor and Fulfillment Partners are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts.

Should the Contractor or Fulfillment Partner choose to offer cash discounts, the following shall apply:

- A. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services, received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest; and
- B. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

11.2.20 Claims and Remedies

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.

Nothing in this Participating Addendum 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.

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate this Participating Addendum in accordance with the provisions of this Participating Addendum, 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, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

11.2.21 Announcements and/or Advertisements

- A. Contractor is not permitted to issue news releases pertaining to any aspect of the products and services being provided under this Participating Addendum without the prior written consent of the Director.
- B. 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.

11.2.22 Organ and Tissue Donation

As required by N.J.S.A. 52:32-33.1, the State encourages Contractor to disseminate and notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. 1320b-8 to serve in this State.

11.2.23 Open Public Records Act

All documents and information submitted by Contractor to the State under this contract are considered public information, notwithstanding any disclaimers to the contrary submitted by the Contractor, except as may be exempted from public disclosure by the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

11.3. State Law Requiring Mandatory Compliance by Contractor Under Circumstances Set Forth in Law or Based on the Type of Contract

11.3.1 Compliance Codes

The Contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The Contractor will be responsible for securing and paying all necessary permits, where applicable.

11.3.2 Public Works Contractor Registration Act

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with

the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

11.3.3 Public Works Contract – Additional Affirmative Action Requirements

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

- A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:
 - 1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;
 - 2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;

3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions; and
4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

11.3.4 Building Service

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the Contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11-56.59. The prevailing wage shall be adjusted annually during the term of the contract.

11.3.5 Worker and Community Right to Know Act-

The provisions of N.J.S.A. 34:5A-1 et seq. which requires the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the Contractor in compliance with the provisions of the statute.

11.3.6 Service Performance Within the U.S.

Under N.J.S.A. 52:34-13.2, 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.

A shift to performance 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 Fulfillment Partner 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, unless previously approved by the Director and the State Treasurer.

11.3.7 Buy American

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the Contractor shall be required to so certify.

Upon the State's request, Contractor agrees to assist the State in identifying products that meet the State's requirements under this PA Section 11.3.7 Buy American, on a per purchase basis.

11.3.8 Diane B. Allen Equal Pay Act

Pursuant to N.J.S.A. 34:11-56.14, a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

11.3.9 Compliance With Accessibility Standards -

The Contractor acknowledges that the State may be required to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. The Contractor agrees that any information that it provides to the State or to an Authorized Purchaser in the form of a Voluntary Product Accessibility Template (VPAT) about the accessibility of the Software is accurate to a commercially reasonable standard and the Contractor agrees to provide the State or Authorized Purchaser with technical information available to support such VPAT documentation in the event that the State or an Authorized Purchaser relied on any of Contractor's VPAT information to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. In addition, Contractor shall defend any claims against the State or an Authorized Purchaser that the Software does not meet the accessibility standards set forth in the VPAT provided by Contractor in order to comply with the accessibility standards of Section 508 of the Rehabilitation

Act, 29 U.S.C. §794 and will indemnify the State and Authorized Purchaser with regard to any claim made against the State or Authorized Purchaser with regard to any judgment or settlement resulting from those claims to the extent the Contractor's Software provided under this Agreement was not accessible in the same manner as or to the degree set forth in the Contractor's statements or information about accessibility as set forth in the then-current version of an applicable VPAT. Notwithstanding the foregoing, Contractor shall not be required to indemnify the State or any Authorized Purchaser if either the State or the Authorized Purchaser make any modifications, including disabling functions at the administrative level that affect accessibility to the Services provided by Contractor or use the Service in a manner inconsistent with the training and materials provided by Contractor.

11.4. Indemnification and Insurance

11.4.1 Indemnification

The Contractor's liability to the State and its employees in third party suits shall be as follows:

- a. The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
 - i. For or on account of the loss of life, property (not including lost or damaged data) or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied and from the negligent, grossly negligent or intentional acts or omissions of the Contractor under the Agreement or the Order; and
 - ii. For or on account of the use of any U.S. registered copyrighted composition, U.S. issued patent, or trade secret, furnished or used in the performance of the Agreement or the Order; and
 - iii. The Contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 below.
- b. In the event of a third party patent or copyright claim or suit, the Contractor, at its option, may: (1) procure for the State 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. The State will (1) promptly notify Contractor in writing of the claim or suit; (2) Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(a); provided; however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at the State's expense. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement;
- c. Notwithstanding the foregoing, Contractor has no obligation or liability for any patent or copyright claim or suit arising from: (1) the State's unauthorized combination, operation, or use of a product supplied under this contract with any product, device, or software not supplied by Contractor; (2) the State's unauthorized alteration or modification of any product supplied under this contract.; (3) the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one (1) or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update or modification to the product provided by Contractor;
- d. Contractor will be relieved of its responsibilities under Subsection 4.1(a)(i) and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents. Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Subsection 4.1(a)(i) and (ii) which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims;

- e. This section states the entire obligation of Contractor and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any patent or copyright claim or suit. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product; and
- f. Notwithstanding anything to the contrary in the Agreement or any contract document, under no circumstances will the State indemnify Contractor and any such provision in the Agreement or any contract document shall be of no force and effect. The State of New Jersey's obligations under the Agreement are subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the availability of funds.
- g. Notwithstanding anything to the contrary in the Agreement or any contract document, the State shall not be responsible for the Contractor's attorney fees and/or expenses.

11.4.1.1 Limitation of Liability

Contractor's liability arising out of or in connection with the Agreement is limited to the lesser of two times (2x) the amount paid by the State under the Agreement over the prior twelve months or \$5 million. In no event shall Contractor be liable for any special, indirect, or consequential damages arising out of the Agreement. This limitation on liability shall not apply to Contractor's indemnification obligations as described in this Participating Addendum.

Contractor's liability arising out of or in connection breaches of confidentiality under the Agreement is limited to \$2,000,000.00 (two million dollars) per incident and \$5,000,000.00 (five million dollars) in the aggregate.

11.4.2 Insurance

The Contractor shall secure and maintain in force for the term of this Participating Addendum insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company. The Contractor shall provide 30 days' written notice to the State of New Jersey at the address shown below of any notice of cancellation or non-renewal with respect to the insurance required herein.

The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 15 days after the expiration of the insurance.

The Contractor shall not begin to provide services or goods to the State or Authorized Purchaser, as applicable, until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance and Audit Unit, PO Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancellation shall be emailed to the State at:

ccau.certificate@treas.nj.gov

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

- A. Occurrence Form Commercial General Liability Insurance or its equivalent: The limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy shall include the State, its officers, and employees and Authorized Purchasers as "Additional Insureds" for liabilities that fall within Contractor's indemnity obligations under this Agreement and that are covered by such insurance;
- B. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall be \$1,000,000 per occurrence or per accident as a combined single limit. The State and Authorized Purchasers must be included as "Additional Insureds" for liabilities that fall within Contractor's indemnity obligations under this Agreement and that are covered by such insurance. Such insurance must cover vehicle use on the State's behalf or on State controlled property, or other Authorized Purchaser's behalf or on property controlled by such other Authorized Purchaser, as applicable.
- C. Worker's Compensation Insurance applicable under the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
 - 1. \$1,000,000 BODILY INJURY, EACH OCCURRENCE

2. \$1,000,000 DISEASE EACH EMPLOYEE
3. \$1,000,000 DISEASE AGGREGATE LIMIT

- D. Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance. The insurance shall be in an amount not less than \$5,000,000 per wrongful act or per claim and in the annual aggregate. If the Contractor has claims-made coverage and subsequently changes the carrier for such insurance during the term of the contract, such insurance shall provide by endorsement or otherwise for retroactive coverage to the inception date of this Participating Addendum or earlier.

11.5. Terms Governing All Contracts

11.5.1 Contractor is Independent Contractor

The Contractor's status shall be that of any independent contractor and not as an employee of the State.

11.5.2 RESERVED

11.5.3 RESERVED

11.5.4 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 deliverable, task or subtask called for under the Agreement. In such an event, the Director shall provide to the Contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days' of receipt of such written notice, if either is applicable:

- (a) If the Contractor does not agree with the Director's proposed adjusted contract price, the Contractor shall submit to the Director any additional information that the Contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the Contractor of the final adjusted contract price.
- (b) If the Contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the Contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the Contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the Contractor of the compensation to be paid for such work effort.

11.5.5 Change in Law

Whenever a change in applicable law or regulation affects the scope of work, the Director shall provide written notice to the Contractor of the change and the Director's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- (a) If the Contractor does not agree with the adjusted contract price, the Contractor shall submit to the Director any additional information that the Contractor believes impacts the adjusted contract price with a request that the Director reconsider the adjusted contract price. The Director shall make a prompt decision taking all such information into account, and shall notify the Contractor of the final adjusted contract price.
- (b) If the Contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the Contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the Contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the Contractor of the compensation to be paid for such work effort.

11.5.6 Suspension of Work

The State 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 for goods ordered, goods delivered, or services requested and performed 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 shall make an equitable

adjustment, if any is required, to the contract price. The Contractor shall provide whatever information that Director may require related to the equitable adjustment.

11.5.7 RESERVED

11.5.8 Subcontracting Or Assignment

- A. Subcontracting: The Contractor may not subcontract without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the Contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the Contractor uses a subcontractor to fulfill any of its obligations, the Contractor shall be responsible for the subcontractor'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; and
- B. Assignment: The Contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

11.5.9 No Contractual Relationship Between Subcontractors And State

Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

11.5.10 Mergers, Acquisitions and Dissolutions

If, during the term of this Participating Addendum, the Contractor shall merge with or be acquired by another firm, the Contractor shall give notice to the Director as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The Contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the Contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents shall be submitted within thirty (30) days of the request. Failure to do so may result in termination of this Participating Addendum for cause.

If, during the term of this Participating Addendum, the Contractor's partnership, joint venture or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director, in writing, the names of the parties proposed to perform under this Participating Addendum and the names of the parties to whom payment should be made. No payment will be made until all parties to the dissolved business entity submit the required documents to the Director.

11.5.11 RESERVED

11.5.12 RESERVED

11.5.13 Governing Law; Jurisdiction

Any claims under this Participating Addendum and any and all litigation arising there from or related thereto shall be brought in State court in the State of New Jersey and governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles. The State of New Jersey's obligations under this Participating Addendum are subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the availability of funds.

11.5.14 RESERVED

11.5.15 Maintenance of Records

In accordance with N.J.A.C. 17:44-2.2, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

11.5.16 Assignment of Antitrust Claim(s)

The Contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this Participating Addendum,

the Contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this Participating Addendum.

In connection with this assignment, the following are the express obligations of the Contractor:

- A. It will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder;
- B. It will advise the Attorney General of New Jersey:
 - 1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
 - 2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the Contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice will be sent to the Attorney General of New Jersey; and
- D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the Contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

11.5.17 Confidentiality

a. The State's obligation to maintain the confidentiality of Contractor's confidential information provided to the State under the Agreement is conditioned upon and subject to the State's obligations under the New Jersey Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA"), the New Jersey common law right to know, and any other lawful document request or subpoena. As used in this Section 5.17, the State shall mean the State and any Authorized Purchaser.

b. By virtue of the Agreement, the parties may have access to information that is confidential to one another. The parties agree to disclose only information that is required for the performance of their obligations under the Agreement. Contractor's confidential information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure ("Contractor Confidential Information"). Notwithstanding the previous sentence, the Contractor acknowledges the terms and pricing of the contract are subject to disclosure under OPRA, the New Jersey common law right to know, and any other lawful document request or subpoena.

c. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the contract and any analysis thereof (whether in fulfillment of the contract or not).

d. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

e. The parties agree to hold each other's Confidential Information in confidence, using at least the same degree of care used to protect their own confidential information.

f. In the event that the State receives a request for Contractor Confidential Information related to the contract pursuant to a court order, subpoena, lawful document request or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended

response to such request. Contractor shall take any action it deems appropriate to protect its documents and/or information.

g. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such request. The State shall take any action it deems appropriate to protect its documents and/or information.

h. Notwithstanding the requirements of nondisclosure described in this Section 5.17, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in subsection 5.17(f), or if Contractor is unsuccessful in defending its rights as described in subsection 5.17(f), or (iv) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights as described in subsection 5.17 (g), or if the State is unsuccessful in defending its rights as described in subsection 5.17 (g).

i. Except as permitted above, neither party will use or disclose the other's Confidential Information for seven (7) years after the termination of the Agreement or such longer time period as required by applicable law.

Subject to the Limitation of Liability as set out in Section 11.4.1.1 herein, Contractor shall be liable for damages arising from its breach of the confidentiality obligations of this Participating Addendum.

11.6. Terms Related to Price and Payment

11.6.1 Price Fluctuation During Contract

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any subsequent new order placed during the contract period. If an Authorized Purchaser identifies a reduced price on product(s) on an undelivered purchase order, Contractor/Fulfillment Partner shall refund the difference in price upon request from the Authorized Purchaser. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause.

In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and documentation.

11.6.2 Tax Exemption

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

11.6.3 Payment to Vendors

- a. The Authorized Purchasers are authorized to order and the Contractor or Fulfillment Partner, as applicable, is authorized to ship only those items covered by the Agreement. If a review of orders placed by the Authorized Purchasers reveals that goods and/or services other than that covered by the Agreement have been ordered and delivered, such delivery shall be a violation of the terms of the Agreement and may be considered by the Director as a basis to terminate the Agreement and/or not award the Contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Authorized Purchaser, regardless of the time between the date of delivery and discovery of the violation. In such event, the Contractor shall reimburse the State the full purchase price;
- b. The Contractor must submit invoices to the Authorized Purchaser with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or Authorized Purchaser on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the scope of work and must be in strict accordance with the prices submitted for each task or subtask on the approved scope of work. Invoices

must reference the appropriate Master Contract number and State contract number. All invoices must be approved by the State Contract Manager or Authorized Purchaser before payment will be authorized;

- c. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by Contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and
- d. The Contractor shall provide on a quarterly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s) in a format as mutually agreed upon by the parties. This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646 or to NJSupplierReports@treas.nj.gov.

11.6.4 Optional Payment Method: P-CARD

The State offers 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 are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

11.6.5 New Jersey Prompt Payment Act

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires State agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by State agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the Agreement are not affected by the Prompt Payment Act.

11.6.6 Availability of Funds

The State's obligation to make payment under this Agreement is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency which is an Authorized Purchaser by the New Jersey State Legislature and made available through receipt of revenue. Notwithstanding the foregoing, the parties agree that performance under this Agreement is contingent upon the appropriation of funds.

11.7. Terms Relating to All Contracts Funded, In Whole or In Part, By Federal Funds

The provisions set forth in this Section 11.7 of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

11.7.1 Contracting with Small and Minority Businesses Women's Business Enterprises, and Labor Surplus Area Firms

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

11.7.2 Domestic Preference for Procurements

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11.7.3 Procurement of Recovered Materials

Where applicable to the contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11.7.4 Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action

to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal

opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

11.7.5 Davis-Bacon Act, 40 U.S.C. 3141-3148, As Amended

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

11.7.6 Copeland Anti_Kick-Back Act

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

11.7.7 Contract Work Hours And Safety Standards Act, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such

- laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11.7.8 Rights To Inventions Made Under A Contract Or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11.7.9 Clean Air Act and The Federal Water Pollution Control Act.

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

11.7.10 Debarment And Suspension

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11.7.11 Byrd Anti-Lobbying Amendment

Contractors that apply or bid for an award exceeding \$ 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

12.0 Miscellaneous

1. **No Waiver** - No term or provision of this Participating Addendum shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as may be expressly provided in the waiver or consent.
2. **Dispute Resolution** – The State and Contractor will attempt to resolve any dispute through face-to-face negotiation with persons fully authorized to resolve the dispute or through non-binding mediation utilizing a mediator agreed to by the parties, rather than through litigation. No formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such persons conclude, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely.
3. **Arbitration or Mediation** – Any provision regarding arbitration or binding mediation within the Agreement is deleted in its entirety.

13.0 The State of New Jersey Mandatory Certification Requirements:

The following are New Jersey procurement requirements that Contractor agrees to fulfill prior to the Effective Date. Some Authorized Purchasers may have additional requirements when placing an order and Contractor shall comply with same as necessary.

1. New Jersey Business Registration (N.J.S.A. 52:32-44);
2. Ownership Disclosure (N.J.S.A. 52:25-24.2);
3. Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-55 et seq.)
4. Executed MacBride Principles (N.J.S.A. 52:34-12.2);
5. Completed Contractor Certification and Disclosure of Political Contributions (N.J.S.A. 19:44A-20:13 et seq.);

6. Disclosure of Investigations and Actions Involving Bidder
7. Vendor Certification (P.L. 2005, c.271);
8. Source Disclosure Certification (N.J.S.A. 52:34-13.2) - The State has estimated that approximately 13% of purchases under past, similar CISCO contracts were for services. It anticipates that the percentage of services used under this contract with CISCO, including, maintenance services with technical support provided outside of the United States, will be consistent with past usage. Based on such projection, this contract with CISCO will similarly be approximately 87% for goods; thus, goods predominate. Because goods predominate, this contract with CISCO is not primarily for the performance of services and a source disclosure form required by N.J.S.A. 52:34-13.2 is not required from CISCO.
9. Proof of insurance as specified herein;
10. Proof of compliance with New Jersey Affirmative Action requirements (N.J.A.C. 17:27-1.1 et seq.)
 - a. New Jersey Form AA-302 Affirmative Action Employee Information Report; or New Jersey Affirmative Action Certificate; or Federal Affirmative Action Approval Letter.

14.0 Primary Contacts:

The primary participating entity contacts for this Participating Addendum are as follows:

Name: Collin Mazer
Title: Procurement Specialist
Participating Entity Name: Division of Purchase and Property,
Department of the Treasury
State of New Jersey
Address: 33 West State Street, 8th Floor
PO Box 230
Trenton, New Jersey 08625-0230
Telephone: (609) 984-1359
Fax: (609) 292-5170
E-mail: Collin.Mazer@treas.nj.gov

The primary Contractor contact for this Participating Addendum is as follows:

Name: Gigi Feril
Title: Manager Contracts Management Office
Contractor: Cisco Systems, Inc.
Address: 170 W. Tasman Drive, San Jose, CA 95134
Telephone: 408-424-0712
Fax: 408-608-1729
E-mail: nvp-help@cisco.com

The parties hereto agree that this Participating Addendum may be executed in counterpart, each original signed page to become part of the original document.

IN WITNESS WHEREOF, authorized representatives of Contractor and the State have executed this Participating Addendum to be effective on the Effective Date.

State of New Jersey, Department of the Treasury, Division of Purchase and Property DocuSigned by:  By: _____ 0A021813FB02440... Name: Maurice A. Griffin Title: Acting Director, Division Date: <u>5/28/2021</u>	Cisco Systems, Inc. By:  Name: <u>Jenn Pate</u> <u>Authorized Signatory</u> Title: _____ Date: <u>May 21, 2021</u>
Approved as to Form: Gurbir S. Grewal Attorney General of the State of New Jersey By:  Name: <u>Aimee Manocchio Nason</u> Title: Deputy Attorney General Date: <u>05/26/2021</u>	APPROVED BY LEGAL

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

EXHIBIT B**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)N.J.A.C. 17:27-1.1 et seq.**CONSTRUCTION CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of \$250,000 to guarantee equal employment opportunity to veterans.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women

workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/http://NJ.gov/JobCentralNJ>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.

EXHIBIT C – E: Documents incorporated by reference

Exhibit C: Master Agreement #AR3227 located at <https://www.naspovaluepoint.org/portfolio/data-communications-2019-2026/cisco-systems-inc/>

Exhibit D: State of Utah Solicitation Number SK18001 located at <https://www.naspovaluepoint.org/portfolio/data-communications-2019-2026/>

Exhibit E: Contractor's response to Solicitation SK18001 located at <https://www.cisco.com/c/en/us/solutions/industries/government/us-government-solutions-services/resources/government-contracts-funding-vehicles/state-local-government-contracts/naspo-valuepoint-datacom-AR3227.html#~tab-documents~tab-Documents>