



JAMES E. MCGREEVEY
Governor

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. Box 230
TRENTON, NJ 08625-0230

JOHN E. MCCORMAC, CPA
State Treasurer

September 10, 2004

TO: All Potential Bidders

RE: RFP #: 05-X-35243
RFP Title: RUGGED COMPUTERS, OPTIONS AND SERVICES

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

The following are the key dates for the project:

Date	Time	Event
N/A		Mandatory Site Inspection (Refer to RFP Section 1.3.2 for more information)
N/A		Mandatory Pre-Bid Conference (Refer to RFP Section 1.3.3 for more information)
10/20/04	2:00 PM	Bid Submission Due Date (Refer to RFP Section 1.3.4 for more information)

All questions concerning the RFP contents and the bidding process must be directed to the undersigned.

Sincerely,

Kevin Moore
Procurement Specialist

E-Mail Address: kevin.moore@treas.state.nj.us
Phone: 609-292-1256
Fax: 609-292-5170

ATTENTION VENDORS

Vendor Information and Bidding Opportunities

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

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

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

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



**STATE OF NEW JERSEY
REQUEST FOR PROPOSAL**

BID NUMBER: 05-X-35243

**FOR: RUGGED COMPUTERS, OPTIONS, &
SERVICES **RFP ON WEB****

TERM CONTRACT #: T-1785
REQUESTING AGENCY: 822050

ESTIMATED AMOUNT: N/A
CONTRACT EFFECTIVE DATE: TBD
COOPERATIVE PURCHASING: YES
SET ASIDE: PARTIAL see [4.4.1.4](#)

DIRECT QUESTIONS CONCERNING THIS RFP TO:
Kevin Moore kevin.moore@treas.state.nj.us
PHONE NUMBER: (609) 292-1256
FAX NUMBER: (609) 292-5170

TO BE COMPLETED BY BIDDER:

Firm Name: _____	Address: _____ _____ _____
------------------	----------------------------------

PURSUANT TO N.J.S.A. 52:34 - 12 AND N.J.A.C. 17:12 - 2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

- 1) PROPOSALS MUST BE RECEIVED AT OR ON BEFORE THE PUBLIC OPENING TIME OF 2 PM ON OCTOBER 20, 2004, AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, 33 WEST STATE STREET, 9TH FLOOR, PO BOX 230, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.
- 2) THE PROPOSER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE PROPOSER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF 0%. CHECK THE TYPE OF BID SECURITY SUPPLIED:
ANNUAL BID BOND ON FILE: N/A BID BOND ATTACHED: N/A
CERTIFIED OR CASHIERS CHECK ATTACHED: N/A LETTER OF CREDIT ATTACHED: N/A
- 7) THE PROPOSER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2).
- 8) THE PROPOSER MUST ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCE AT THE FOLLOWING DATE AND TIME: N/A

ADDITIONAL REQUIREMENTS

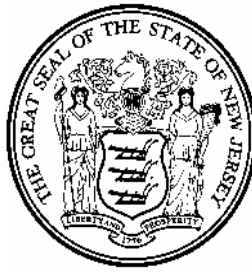
- 9) PERFORMANCE SECURITY: N/A
- 10) PAYMENT RETENTION: 10%
- 11) AN AFFIRMATIVE ACTION FORM (ATTACHED)
- 12) A MACBRIDE PRINCIPALS CERTIFICATION (ATTACHED)
- 13) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP
- 14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
- 15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE CERTIFICATION OF REGISTRATION AS A SMALL BUSINESS (SEE N.J.A.C. 17:13-1.1 INCLUDED HEREIN).

TO BE COMPLETED BY BIDDER

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

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

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



Bid Number: 05-X-35243

REQUEST FOR PROPOSAL FOR:

RUGGED COMPUTERS, OPTIONS AND SERVICES

Date Issued: September 10, 2004

Purchasing Agency

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

Using Agency

State of New Jersey
All State Agencies
Cooperative Purchasing Partners

Table of Contents

1.0 INFORMATION FOR BIDDERS	8
1.1 PURPOSE AND INTENT	8
1.2 BACKGROUND	8
1.3 KEY EVENTS	8
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD	8
1.3.1.1 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES	8
1.3.1.2 QUESTION PROTOCOL	8
1.3.2 MANDATORY SITE VISIT	9
1.3.3 MANDATORY PRE-BID CONFERENCE	9
1.3.4 SUBMISSION OF BID PROPOSAL	9
1.3.5 DOCUMENT REVIEW ROOM	9
1.4 ADDITIONAL INFORMATION	9
1.4.1 REVISIONS TO THIS RFP	9
1.4.2 ADDENDUM AS A PART OF THIS RFP	10
1.4.3 ISSUING OFFICE	10
1.4.4 BIDDER RESPONSIBILITY	10
1.4.5 COST LIABILITY	10
1.4.6 CONTENTS OF BID PROPOSAL	10
1.4.7 PRICE ALTERATION	10
1.4.8 JOINT VENTURE	10
2.0 DEFINITIONS	11
3.0 SCOPE OF WORK	12
3.1 GENERAL REQUIREMENTS	12
3.2 EXCLUSIONS	13
3.3 COMPONENT-BASED VEHICLE-MOUNTED RUGGED COMPUTER REQUIREMENTS	13
3.3.1 CBVM RUGGED COMPUTER MINIMUM REQUIREMENTS	13
3.3.2 CBVM RUGGED COMPUTER OPTIONS	14
3.3.3 CBVM RUGGED COMPUTER SERVICES	15
3.4 HANDHELD RUGGED COMPUTER REQUIREMENTS	15
3.4.1 HANDHELD RUGGED COMPUTER MINIMUM REQUIREMENTS	16
3.4.2 HANDHELD RUGGED COMPUTER OPTIONS	16
3.4.3 HANDHELD RUGGED COMPUTER SERVICES	17
3.5 PORTABLE RUGGED COMPUTER REQUIREMENTS	17
3.5.1 PORTABLE RUGGED COMPUTER MINIMUM REQUIREMENTS	17
3.5.2 PORTABLE RUGGED COMPUTER OPTIONS	18
3.5.3 PORTABLE RUGGED COMPUTER SERVICES	19
3.6 BID PRICING	19
3.7 METHOD OF AWARD	19
3.8 CONTRACT OPERATION	20
3.8.1 OBTAINING PRICE QUOTES	20
3.8.2 RETURNS	20
3.8.2.1 AGENCY ERROR	20
3.8.2.2 PRODUCT DEFECT	20
3.8.3 ADDITIONS/DELETIONS AND SUBSTITUTIONS	20
3.9 ACCEPTANCE PROCEDURE	21
3.10 EQUIPMENT GUARANTEE	21
3.11 AUTHORIZATION	22
3.12 VIRUS PROTECTION	22
4.0 PROPOSAL PREPARATION AND SUBMISSION	23
4.1 GENERAL	23
4.2 PROPOSAL DELIVERY AND IDENTIFICATION	23
4.3 NUMBER OF BID PROPOSAL COPIES	23
4.4 PROPOSAL CONTENT	23
4.4.1 SECTION 1 – FORMS	24
4.4.1.1 OWNERSHIP DISCLOSURE FORM	24
4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION	24

4.4.1.3 AFFIRMATIVE ACTION	24
4.4.1.4 SET ASIDE CONTRACTS	25
4.4.1.5 BID BOND	25
4.4.2 SECTION 2 - TECHNICAL PROPOSAL	26
4.4.2.1 MANAGEMENT OVERVIEW	28
4.4.2.2 CONTRACT MANAGEMENT	28
4.4.2.3 CONTRACT SCHEDULE	28
4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN	29
4.4.2.5 POTENTIAL PROBLEMS	29
4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE	29
4.4.3.1 LOCATION	29
4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)	29
4.4.3.3 RESUMES	29
4.4.3.4 BACKUP STAFF	29
4.4.3.5 ORGANIZATION CHART (ENTIRE FIRM)	29
4.4.3.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE	30
4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER	30
4.4.3.8 SUBCONTRACTOR(S)	30
4.4.4 SECTION 4 - COST PROPOSAL	30
4.4.4.1 INSTRUCTIONS FOR COMPLETING PRICING WORKBOOKS	31
5.0 SPECIAL TERMS AND CONDITIONS	32
5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS	32
5.2 PERFORMANCE BOND	ERROR! BOOKMARK NOT DEFINED.
5.3 BUSINESS REGISTRATION	33
5.4 CONTRACT TERM AND EXTENSION OPTION	34
5.5 CONTRACT TRANSITION	34
5.6 AVAILABILITY OF FUNDS	34
5.7 CONTRACT AMENDMENT	34
5.8 CONTRACTOR RESPONSIBILITIES	34
5.9 SUBSTITUTION OF STAFF	34
5.10 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)	35
5.11 OWNERSHIP OF MATERIAL	35
5.12 DATA CONFIDENTIALITY	36
5.13 NEWS RELEASES	36
5.14 ADVERTISING	36
5.15 LICENSES AND PERMITS	36
5.16 CLAIMS AND REMEDIES	36
5.16.1 CLAIMS	36
5.16.2 REMEDIES	36
5.16.3 REMEDIES FOR NON-PERFORMANCE	36
5.17 LATE DELIVERY	36
5.18 RETAINAGE	37
5.19 STATE'S OPTION TO REDUCE SCOPE OF WORK	37
5.20 SUSPENSION OF WORK	37
5.21 CHANGE IN LAW	37
5.22 <i>CONTRACT PRICE INCREASE (PREVAILING WAGE)</i>	37
5.23 ADDITIONAL WORK AND/OR SPECIAL PROJECTS	37
5.24 FORM OF COMPENSATION AND PAYMENT	38
5.24.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD	38
5.25 CONTRACT ACTIVITY REPORT	38
5.26 ANTI-COMPETITIVE PRACTICES	39
5.27 CONNECTION OF COMPATIBLE PRODUCTS	39
5.28 PRODUCT RECALL	39
5.29 SPECIAL PRICING	39
5.30 LEMON REPLACEMENT POLICY	40
6.0 PROPOSAL EVALUATION/CONTRACT AWARD	41
6.1 PROPOSAL EVALUATION COMMITTEE	41
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL	41
6.3 EVALUATION CRITERIA	41
6.3.1 THE BIDDER'S GENERAL APPROACH AND PLANS IN MEETING THE REQUIREMENTS OF THIS RFP	41

6.3.2 THE BIDDER'S COST PROPOSAL	42
6.4 CONTRACT AWARD.....	42
7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES.....	43
ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM	44
ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM.....	45
ATTACHMENT 3 - AFFIRMATIVE ACTION SUPPLEMENT	46
ATTACHMENT 4 - SUBCONTRACTOR SET ASIDE FORMS.....	49
ATTACHMENT 5 PRICING WORKBOOK & QUARTERLY REPORT.....	53
ATTACHMENT 6 - RECIPROCITY FORM	54
ATTACHMENT 7 COOPERATIVE PURCHASING FORM.....	55
APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS.....	56
APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE.....	63

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, on behalf of the State of New Jersey. The purpose of this RFP is to solicit proposals from qualified bidders for rugged computers that are laptops, handhelds, or Tablet PCs.

The intent of this RFP is to award a contract to that responsible bidder whose bid, conforming to this invitation for bids, is most advantageous to the State, price, and other factors considered.

The State intends to extend the contracts awarded to the Purchase Bureau's Cooperative Purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges, and State colleges.

Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-state agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

The State currently has a term contract for rugged computers entitled, "Ruggedized Mobile Workstations Term Contract" T1785 ([Ruggedized Contracts](#)). This RFP represents the re-procurement of the products and services provided by that contract.

The computers described and requested herein are needed by staff working on field assignments and by members of law enforcement.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

It is the policy of the Division to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions must be, e-mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: Kevin Moore

E-mail: kevin.moore@treas.state.nj.us

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

1.3.1.1 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions shall be the end of business (4:30 PM) on Friday, October 1, 2004.

1.3.1.2 QUESTION PROTOCOL

Questions must be e-mailed to the attention of the assigned Purchase Bureau buyer. Questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders shall not contact the Using Agency directly, in person, by telephone or by e-mail, concerning this RFP.

1.3.2 MANDATORY SITE VISIT

Not applicable to this procurement.

1.3.3 MANDATORY PRE-BID CONFERENCE

Not applicable to this procurement.

1.3.4 SUBMISSION OF BID PROPOSAL

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

DATE:	October 20, 2004
TIME:	2:00 PM
LOCATION:	BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230 Directions to the Purchase Bureau can be found on the following website: www.state.nj.us/treasury/purchase/directions.htm

1.3.5 DOCUMENT REVIEW ROOM

Not applicable to this provision.

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

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

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)

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

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

1.4.2 ADDENDUM AS A PART OF THIS RFP

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

1.4.3 ISSUING OFFICE

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

1.4.4 BIDDER RESPONSIBILITY

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

1.4.5 COST LIABILITY

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

1.4.6 CONTENTS OF BID PROPOSAL

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau buyer to inspect bid proposals received in response to this RFP.

1.4.7 PRICE ALTERATION

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

1.4.8 JOINT VENTURE

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

2.0 DEFINITIONS

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

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

All-Inclusive Hourly Rate – A rate including all direct and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, travel, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, reproduction and any other costs. Time spent in traveling to and from the work site or employee's normal workstation shall not be included in the rate. It shall include normal work breaks but shall not include meals. No additional fees or costs shall be paid by the State unless there is a change in the scope of work entailing additional all-inclusive hourly rate hours.

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

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

MSLP – Manufacturer's Suggested List Price – used interchangeably in this RFP with MSRP.

MSRP – Manufacturer's Suggested Retail Price – used interchangeably in this RFP with MSLP.

May - Denotes that which is permissible, not mandatory.

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

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

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

Should - Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

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

State - State of New Jersey.

Task – A discrete unit of work to be performed.

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

3.0 SCOPE OF WORK

The purpose of this RFP is to solicit bid proposals from qualified bidders for the acquisition of rugged vehicle-mounted, handheld, and portable computers, associated options, and installation services for New Jersey agencies.

Some features of rugged computers include:

- Shock-mounted components, including disk drives, circuit boards, keyboard, and display
- Keyboards, displays, and ports sealed against dust and moisture
- Displays designed for use in various lighting conditions
- Cases made of magnesium, titanium, or other hard but light materials
- Touch-screen displays for input with one hand
- Compliance with U.S. Military standard MIL-STD-810F.

All rugged computers bid must be of new manufacture only, and must be available as part of the manufacturer's current product line. No refurbished or retrofitted computer models will be accepted. Any computer that is not available through regular sales channels must not be bid. Only products/models that have a model or a SKU number must be bid. A base model computer shipped from the Original Equipment Manufacturer (OEM) must not be modified.

A bidder may bid component-based vehicle-mounted rugged computers only, handheld rugged computers only, portable rugged computers only, or bid on all three types of computers. The bidder is not required to bid on all three types of computers in order to be considered for a contract award.

3.1 GENERAL REQUIREMENTS

The following general requirements of the Component Based Vehicle Mounted (CBVM), handheld, and portable rugged computers must be met for the bid proposal to be considered responsive:

- a. The rugged computers must meet military standard MIL-STD-810F in the specific areas of tests. The contractor must maintain its records documenting the product testing performed to meet this military standard for
 - Temperature
 - Humidity
 - Altitude
 - Shock
 - Vibration
 - Drop
 - Enclosure

The contractor shall provide a copy of the testing results when requested by a using agency.

- b. All computers must perform normally under adverse weather conditions and harsh field environmental conditions.
- c. The maximum memory must be at least two (2) times greater than the minimum memory requirements configuration.
- d. The preferred operating system (OS) family is Microsoft Windows.
- e. The State prefers that the bidder provide hardware device drivers that have been certified by the OS manufacturer.
- f. The contractor shall not use an OS for which the OS manufacturer will end the support for before the warranty period of the rugged computer expires.
- g. During the warranty period, when the contractor's on-site repair technician determines that the hard drive of the failed microcomputer of a Using Agency needs replacement, the technician must remove the non-

functional hard drive from the microcomputer and leave it with the Using Agency personnel before the microcomputer is removed from the Using Agency's location. Under no circumstances may the failed hard drive leave the Using Agency's location.

Should the Using Agency return a microcomputer to the contractor for replacement of a failed hard drive, the contractor shall return the non-functional hard drive from the microcomputer. The hard drive must not be copied, tampered with, or destroyed by the contractor or its representatives.

- h. The contractor shall only sell those computer configurations awarded as a result of this RFP. The contractor shall not sell any computer configuration it bid that the contractor did not receive a contract for.
- i. The contractor must maintain its problem escalation procedure and must provide a copy of the procedure with each new purchase. The contractor must also provide the State contract manager with a new copy of the procedures each time revisions are made.
- j. If purchased, the contractor must supply maintenance support to maintain the computers to OEM specifications. The service technicians provided by the contractor must be OEM-certified for the product(s) they will service. The contractor must maintain an annual maintenance support agreement and must provide the State contract manager with a new copy each time the agreement is modified. The contractor must be capable of producing an OEM certification for each service technician upon request of the Using Agency.

3.2 EXCLUSIONS

- a. No computer (defined for the purposes of this RFP as any device with its own processor), except a component based vehicle mounted (CBVM), handheld, or portable rugged computer, is considered a rugged computer option and no computer can be sold as such. Any awarded contractor who sells a non-rugged computer as a rugged computer option will be subject to contract cancellation.
- b. As the nature of the usage of the CBVM rugged computer differs from that of the portable rugged computer, the contractor shall not interchange a CBVM for a portable rugged computer or a portable rugged computer for a CBVM.
- c. Software purchases (including customized versions of off-the-shelf software or COTS), programming and consulting services are excluded from this RFP.
- d. Training on the use of rugged computers, or use of any software (including operating system) is excluded from this RFP.

3.3 COMPONENT-BASED VEHICLE-MOUNTED RUGGED COMPUTER REQUIREMENTS

A CBVM rugged computer is mounted on a platform in a vehicle. In this configuration, the display is mounted on the dashboard of the vehicle and the keyboard is mounted on the center console of the vehicle, such that they do not hinder the operation of the passenger side airbag. The CPU and other components, if any, must be unobtrusively placed in other locations within the vehicle without compromising any passenger space. The mounting of the display and keyboard is required to permit easy entry and exit of the passengers from the vehicle.

NOTE: All price lines in this section are mandatory, and shall be used in the evaluation of the bid proposal. Bidders who do not bid all price lines for the CBVM rugged computer section in the pricing workbook will not be eligible for contract award for this section of this RFP.
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3.3.1 CBVM RUGGED COMPUTER MINIMUM REQUIREMENTS

All CBVM Rugged Computers must meet or exceed the following minimum requirements:

CPU:	Pentium III – Mobile processor or equivalent 700 MHz
Memory:	256MB

Storage:	Shock resistant hard drive, 30GB
Display:	12.1" TFT Active Matrix color LCD, anti-glare, touchscreen capable, readable under variable lighting conditions such as illuminated room, sunlight and complete darkness Viewable in all lighting conditions from driver and passenger side simultaneously in an upright position Manual brightness control NIT equal to or greater than 500
Graphics:	AGP Video controller with 8MB video memory
PC Card Slots:	2 PCMCIA Type II slots with CardBus support
Interfaces:	USB: Dual ver. 2.0 compatible ports Serial: 1 port Parallel: 1 port (Note: Parallel port not required IF AND ONLY IF a Rugged Thermal Printer that uses USB port is bid in the CBVM Computer Options section) External video (display monitor): 1 port Modem: 1 RJ11 port Network interface: 10/100 Ethernet RJ45 Microphone: 1 Speaker/Headphone: 1 PS/2 Keyboard: 1 PS/2 Mouse: 1
Audio:	Full duplex 16-bit audio controller Integrated speakers
Input Devices:	Fully sealed touchscreen LCD Pressure sensing touchpad Night readable (backlit) fully sealed spill-proof QWERTY keyboard
Power Supply:	Ability to be powered from vehicle without battery drain – auto shutoff required High performance battery with AC and car adapters for charging
Durability, Environment and Other Features:	Meets or exceeds MIL-STD-810F standards Moisture and dust resistant LCD, keyboard and touchpad Sealed port and connector covers Shock-mounted HDD Vibration and drop-shock resistant design Dual airbag compatible Ability to be mounted on a vehicle dashboard without loss of vehicle functionality Enclosure resistant to external and internal shock Humidity: to 90 percent relative humidity Operating Temperature: -20 degrees C to +45 degrees C Storage Temperature: -40 degrees C to +65 degrees C
Mounting Hardware:	Universal - Able to mount the computer on the dashboard of any vehicle model
Warranty:	3 years, two (2) business days, on-site, labor and all parts

3.3.2 CBVM RUGGED COMPUTER OPTIONS

The contractor shall supply as CBVM rugged computer options, all products that install internally in the computer or attach externally to the computer, and provide additional capacity and/or functionality to the CBVM rugged computer.

Options may be from multiple manufacturers. The contractor is responsible for supplying the operating system-appropriate drivers required for the proper operation of the options.

The contractor must supply the following required rugged computer options, as well as all options submitted as part of its bid proposal:

- Display – all available options
- External QWERTY keyboard – all available options
- External mouse – all available options
- Floppy drive – all available options
- DVD/CD-ROM drive – minimum 20X
- Memory – all available options compatible with the rugged computer(s) bid
- Disk drives – all available options compatible with the rugged computer(s) bid
- Bar code scanner (external)
- Fingerprint scanner (external)
- Powered 4-port USB hub
- Rugged thermal printer able to print on a 8.5 x 11 inch paper or a roll of 8.5 x 100 feet
- Rugged digital camera
- Rugged video recorder
- Rugged GPS receiver
- Wireless LAN devices (including, but not limited to 802.11a, 802.11b, and 802.11g)
- Wireless WAN radio modems (CDPD, CDMA, and GPRS) – self-contained within a weatherproof box; or internal modem with an antenna mountable on the exterior of the vehicle. PCMCIA cards not desired.

NOTE: The communication devices mentioned above (rugged GPS receiver, and Wireless WAN radio modems) must be able to connect to the vehicle's exterior-mounted antenna.

3.3.3. CBVM RUGGED COMPUTER SERVICES

This price line is intended for bidding **ONLY** on

- a. CBVM computer installation in the vehicle designated by the Using Agency,
- b. Options installation within the CBVM computer, and
- c. Maintenance support for the CBVM computer.

The service technicians must be OEM-certified for the product(s) they will service.

Installation services must be available across the entire State, and provided within two (2) business days from the time the service is requested by the State agency. (The day the service is requested is not counted in the two business days.) The contractor(s) **is cautioned not to provide any services beyond the scope of this RFP**. An award of this price line does not imply that installation services required for the CBVM rugged computer must be purchased from the contractor. The State reserves the right to perform the installation with agency staff.

The contractor shall provide maintenance support by OEM-certified technicians for all available options. The contractor shall provide, at a minimum, the following maintenance plans for agencies to choose from:

- 24 hours x 7 days, 4-hour response time
- 8 hours x 5 days, 4-hour response time
- 8 hours x 5 days, next business day)

The contractor shall provide maintenance support for all maintenance support plans submitted with its bid proposal.

<p>NOTE: Bidders who do not bid all services in this section will not be eligible for contract award for the corresponding price line of this RFP.</p>

3.4 HANDHELD RUGGED COMPUTER REQUIREMENTS

A handheld rugged computer may be used in different wireless LAN or wireless WAN environments accomplished by adding a wireless communication device.

NOTE: All price lines in this section are mandatory, and shall be used in the evaluation of the bid proposal. Bidders who do not bid all price lines for the handheld rugged computer section in the pricing workbook will not be eligible for contract award for this section of this RFP.

3.4.1 HANDHELD RUGGED COMPUTER MINIMUM REQUIREMENTS

All Handheld Rugged Computers must meet or exceed the following minimum requirements:

Memory:	32MB
Storage:	32MB
Display:	Active Matrix color LCD, touchscreen capable, readable under variable lighting conditions such as illuminated room, sunlight and complete darkness
Expansion Slot:	1
Interfaces:	Speaker/Headphone: 1
Input Devices:	Fully sealed touchscreen LCD Night readable (backlit) fully sealed spill-proof QWERTY keyboard
Power:	High performance rechargeable battery with AC adapter
Durability, Environment and Other Features:	Meets or exceeds MIL-STD-810F standards Moisture and dust resistant LCD, keyboard and touchpad Sealed port and connector covers Vibration and drop-shock resistant design Enclosure resistant to external and internal shock Humidity: to 90 percent relative humidity Operating Temperature: -20 degrees C to +45 degrees C Storage Temperature: -40 degrees C to +65 degrees C
Warranty:	3 years, two (2) business days, on-site, labor and all parts

3.4.2 HANDHELD RUGGED COMPUTER OPTIONS

The contractor shall supply as handheld rugged computer options, all products that install internally in the computer or attach externally to the computer, and provide additional capacity and/or functionality to the handheld rugged computer.

Options may be from multiple manufacturers. The contractor is responsible for supplying the operating system-appropriate drivers required for the proper operation of the options.

The contractor must supply the following minimum required rugged computer options, as well as all options submitted as part of its bid proposal:

- External battery charger
- AC adapter
- Car adapter
- High performance battery pack
- Touch pen
- Carrying enclosure
- Memory – all available options compatible with the rugged computer(s) bid
- External QWERTY keyboard – all available options
- Flash drives – all available options compatible with the rugged computer(s) bid
- Bar code scanner (external)
- Fingerprint scanner (external)
- GPS receiver
- Wireless LAN devices (including, but not limited to 802.11a, 802.11b, and 802.11g)

- Wireless WAN radio modems (CDPD, CDMA, and GPRS) – externally attachable.

3.4.3 HANDHELD RUGGED COMPUTER SERVICES

This price line is intended for bidding **ONLY** on

- Installing internal options into the Handheld rugged computer, and
- Maintenance support for the Handheld rugged computer.

Installation services must be available across the entire State, and provided within two (2) business days from the time the service is requested by the State agency (The day the service is requested is not counted in the two business days). **Contractors are cautioned not to provide any services beyond the scope of this RFP. To do so may result in the cancellation of the vendor's contract.**

The contractor shall provide maintenance support by OEM-certified technicians for all available options. The contractor shall provide, at a minimum, the following maintenance plans for agencies to choose from:

- 24 hours x 7 days, 4-hour response time
- 8 hours x 5 days, 4-hour response time
- 8 hours x 5 days, next business day)

The contractor shall provide maintenance support for all maintenance support plans submitted with its bid proposal.

NOTE: Bidders who do not bid all services in this section will not be eligible for contract award for the corresponding price line of this RFP.

3.5 PORTABLE RUGGED COMPUTER REQUIREMENTS

A portable rugged computer is an integrated rugged computer that can be carried conveniently by Using Agency personnel. In this configuration the CPU, display and keyboard are integrated in one unit.

NOTE: All price lines in this section are mandatory, and will be used in the evaluation of the bid proposal. Bidders who do not bid all price lines for the portable rugged computer section in the pricing workbook will not be eligible for contract award for this section of this RFP.

3.5.1 PORTABLE RUGGED COMPUTER MINIMUM REQUIREMENTS

The bidder must ensure that its product(s) meets or exceeds the following **minimum** requirements for a portable rugged computer. The bidder is encouraged to bid all models that meet or exceed the required minimum configuration. Multiple computers bid must be clearly marked as “Alternate”.

CPU:	Pentium III – Mobile processor or equivalent 700 MHz
Memory:	256MB
Storage:	Floppy Drive: 1.44MB swappable with CD-ROM Drive: 20x minimum Shock resistant Hard Drive: 30GB
Display:	12.1” TFT Active Matrix color LCD, anti-glare, touchscreen capable, readable under variable lighting conditions such as illuminated room, sunlight and complete darkness Viewable in all lighting conditions from driver and passenger side simultaneously in an upright position Manual brightness control NIT equal to or greater than 500
Graphics:	AGP Video controller with 8MB video memory
PC Card Slots:	2 PCMCIA Type II slots with CardBus support
Interfaces:	USB: Dual ver. 2.0 compatible ports

	Serial: 1 port
	External Video (display monitor): 1 port
	Modem: 1 RJ11 port
	Network Interface: 10/100 Ethernet RJ45
	Microphone: 1
	Speaker/Headphone: 1
	PS/2 Keyboard/Mouse: 1
Audio:	Full duplex 16-bit audio controller
	Integrated speakers
Input Devices:	Fully sealed touchscreen LCD
	Pressure sensing touchpad
	Night readable (backlit) fully sealed spill proof QWERTY keyboard
Power Supply:	High performance battery with AC and car adapters for charging.
	Minimum battery run time: 2 hrs.
Durability,	Meets or exceeds MIL-STD-810F standards
Environment and Other	Moisture- and dust-resistant LCD, keyboard and touchpad
Features:	Sealed port and connector covers
	Shock-mounted HDD
	Vibration and drop-shock resistant design
	Dual airbag compatible
	Ability to be mounted on a vehicle dashboard without loss of vehicle functionality (mounting brackets must be provided)
	Enclosure resistant to external and internal shock
	Hard carrying case with carry handle
	Humidity: to 90 percent relative humidity
	Operating Temperature: -20 degrees C to +45 degrees C
	Storage Temperature: -40 degrees C to +65 degrees C
Warranty:	3 years, two (2) business days, on-site, labor and all parts

3.5.2 PORTABLE RUGGED COMPUTER OPTIONS

The contractor shall provide as portable rugged computer options, all products that install internally in the computer or attach externally to the computer, and provide additional capacity and/or functionality to the portable rugged computer.

Options may be from multiple manufacturers. The contractor is responsible for supplying the operating system-appropriate drivers required for the proper operation of the options.

The contractor must supply the following minimum required rugged computer options, as well as all options submitted as part of its bid proposal:

- Docking station (computer must have a docking port for the docking station to be offered as an option)
- AC adapter
- Car adapter
- High performance battery (minimum battery run time: 2 hrs.)
- Carrying bag
- Touch pen
- Adjustable shoulder strap for ease of transportation (if the computer bid has a facility to connect the shoulder strap)
- Floppy drive – all available options
- DVD/CD-ROM drive – minimum 20X
- Memory – all available options compatible with the rugged computer(s) bid
- Disk drives – all available options compatible with the rugged computer(s) bid
- Wireless LAN devices (including, but not limited to 802.11a, 802.11b, and 802.11g)

3.5.3 PORTABLE RUGGED COMPUTER SERVICES

This price line is intended for bidding **ONLY** on

- a. Options installation within the Portable rugged computer, and
- b. Maintenance support for the Portable rugged computer.

Installation services must be available across the entire State, and provided within two (2) business days from the time the service is requested by the State agency (The day the service is requested is not counted in the two business days). **Contractors are cautioned not to provide any services beyond the scope of this RFP. To do so may result in the cancellation of the vendor's contract.**

The contractor shall provide maintenance support by OEM-certified technicians for all available options. The contractor shall provide, at a minimum, the following maintenance plans for agencies to choose from:

- 24 hours x 7 days, 4-hour response time
- 8 hours x 5 days, 4-hour response time
- 8 hours x 5 days, next business day)

The contractor shall provide maintenance support for all maintenance support plans submitted with its bid proposal.

NOTE: Bidders who do not bid all services in this section will not be eligible for contract award for the corresponding price line of this RFP.

3.6 BID PRICING

All prices and discounts shall be based on the Manufacturer's Suggested List Price (MSLP) or Manufacturer's Suggested Retail Price (MSRP) for the model or SKU number. The contractor shall maintain the OEM list as the "Official Price List for the State of New Jersey."

NOTE: All references to OEM prices will be referred to as "MSRP" for the remainder of this RFP.

3.7 METHOD OF AWARD

Up to three contractors will be selected per category (CBVM, Handheld or Portable) of rugged computer: one will be a primary, one will be a secondary, and one will be a small-business contractor.

If a bidder receives an award for a rugged computer, the awarded bidder will also be awarded options and services, as specified and bid in the proposal. For example, the contractor awarded the CBVM rugged computer will be awarded the CBVM rugged computer options, and CBVM rugged computer services as well. There will be no individual awards for rugged computer options or services.

The awards to small business contractors have been designated as a "Set Aside Procurement" in accordance with N.J.S.A. 52:32-17, et seq. and Executive Order #71. Up to three (3) awards (one award per category of rugged computer) will be made to small businesses, if there are eligible small businesses in the bidder pool.

The small business contractor will be the most responsive/responsible small business bidder based on cost and other factors considered. If there are no responsive/responsible small businesses in the bidder pool, then the small business contract award will NOT be made. The primary and secondary contractors will be selected from the responsive/responsible bidders based on cost and other factors considered.

The bidder must provide proof with its bid submission of its registration as a small business with the New Jersey Commerce and Economic Growth Commission, or, in the alternative, proof that it has applied for registration as a small business. Information can be obtained by contacting:

Set-Aside and Certification Office
New Jersey Commerce and Economic Growth Commission
Office of Business Services
20 West State Street, PO Box 820
Trenton, NJ 08625-0820
Phone: (609) 777-0885

3.8 CONTRACT OPERATION

3.8.1 OBTAINING PRICE QUOTES

After contract awards are made, State agencies and participants in the Cooperative Purchasing Program will be able to purchase rugged computers from the list of models approved for award. Any models, options, and services not bid and/or not approved for award will not be available for purchase.

The State Using Agency or Cooperative Purchasing Program participant must look up the price of the base computer desired, add (or subtract) prices for any options, and add any prices for services from the pricing workbooks as described in Section 4.4.4.1 below. These pricing workbooks, prepared by the successful bidders, will be available for viewing on the Purchase Bureau website.

The Using Agency must use the total obtained by adding (or subtracting as needed) the individual components from the pricing workbooks to prepare a purchase order. The prices indicated in the pricing workbooks on the Purchase Bureau website will always apply.

No individual microcomputer model can be sold which, after the discount is applied, exceeds \$50,000.00. No individual microcomputer option can be sold which, after the discount is applied, exceeds \$ 10,000.00. Only the microcomputers and microcomputer options and services proposed and accepted by the State shall become part of a contract awarded to a bidder as a result of this RFP.

3.8.2 RETURNS

3.8.2.1 AGENCY ERROR

If a Using Agency must return a product because of agency error, the agency must use the following procedure to ensure that it receives full credit from the contractor. Products must be complete (with all manuals and accessories), in resellable condition, and must be in the manufacturer's box with an unbroken factory seal. The manufacturer's box must be free of any marking, writings, stickers, tears, holes, or any other type of damage.

- a. Call the contractor to obtain a Return Merchandise Authorization (RMA) number.
- b. Write the RMA number on the shipping label or the packing slip only. The agency shall not write anything on the manufacturer's box.
- c. To prevent any damage in transit, the agency must place the manufacturer's box, with the product inside, within another shipping carton, and attach the shipping label (or packing slip) on the outer shipping carton.
- d. Mail the product to the address provided by the contractor, using a shipping carrier such that the agency can obtain tracking and insurance on the container. Shipping charges must be paid by the agency.
- e. All returns must be shipped to the contractor (or a designated facility) in a reasonable period after receipt (typically 10 business days).

If the agency has followed the procedure correctly and completely, as described above, the contractor must provide a full credit to the agency's account.

3.8.2.2 PRODUCT DEFECT

If the product must be returned because of a defect, malfunction, or dead on arrival (DOA), the shipping charges will be paid by the contractor.

3.8.3 ADDITIONS/DELETIONS AND SUBSTITUTIONS

If a contractor receives an award for a specific manufacturer brand and a new product is introduced within that product line, or a current product is discontinued in that product line, updated or replaced by a new product, and the contractor wishes to offer the product under its contract as an addition or substitution, a request for product update must be made in writing to the Division as follows:

The request must be submitted, in writing, to the assigned buyer identified in RFP Section 1.3.1 at the following address:

Kevin Moore
Purchase Bureau
33 West State St.
P.O. Box 230
Trenton, NJ 08625-0230

An original and one exact copy must be submitted. If an original is submitted without the required copy, the request may not be processed. In addition, the request and all documents attached to the request must be submitted on two (2) CD-ROMs.

The product requested for inclusion must meet or exceed the specification for the product that will be replaced. The requested product for inclusion must maintain or reduce costs to the Using Agency. The percentage discount off MSRP awarded in the original award for the microcomputer or option must be extended to the new product and any product updates.

The bidder must submit all subsequent price lists as two (2) hard copies and on two (2) CD-ROMs in MS Excel spreadsheet(s) following the same nomenclature used in the original bid proposal.

The Division must approve all product updates in writing before being offered to any agencies. No request for substitution will be considered within 60 days of contract expiration.

NOTE: Any product offered for addition or substitution must be in the same manufacturer brand as the original award. Substitutions may be approved only where a brand-to-brand substitution is requested. Functionality alone is not a determining factor in the consideration of additions or substitutions.

The State reserves the right to issue individual RFPs for any microcomputer requirements.

3.9 ACCEPTANCE PROCEDURE

Each hardware product shall be subject to the following acceptance procedure, to be used at the option of the Using Agency. No additional charges will be allowed for utilizing the acceptance period. The acceptance period will commence within 90 days of receipt of the complete order.

After receipt the product will enter a 45-day acceptance period, during which time the device or component will be operational for at least 30 consecutive calendar days. During this 30-day period, the product must be operational and available for use 95% or more of scheduled shift hours, unless otherwise indicated by the agency. The Using Agency will keep appropriate records to allow this determination to be made. At the conclusion of the test period, the Using Agency will notify the contractor in writing of any operational problems. Any unit failing the acceptance test must be replaced with a new unit or repaired within ten (10) days of the agency request. Subsequent acceptance periods will be provided when new units are repaired or substituted for those failing the first test cycle.

3.10 EQUIPMENT GUARANTEE

The contractor shall provide a warranty of at least three years on all rugged computers and associated options from the time of acceptance of the product. The warranty must cover parts (including LCD screen), labor, transportation, and all associated costs for on-site warranty work.

The State acknowledges that power source batteries for laptop and Tablet PC microcomputers are considered consumables, and as such cannot be warranted for an extended period of time. The bidder must explain its warranty policy on power source batteries in its bid proposal.

The bidder may offer warranties of more than three years. Although extended warranties will be accepted by the State, extended warranties will not be evaluation criterion for contract award.

The contractor must replace or repair any product that does not perform according to specifications at any time during the three-year warranty period. The contractor must, at a minimum, call customers back within four (4) hours of a service call. In addition, all repairs and replacements must be performed within two (2) business days of notification by the using agency, during an agency's normal business hours, which currently are Monday through Friday 8 am to 5 pm.

All electrically powered components supplied that are normally subject to Underwriters Laboratory (UL) review must have received UL listing. In addition, these products must conform to the most recently published Federal Communications Code as it applies to radio frequency and the code of Federal regulations, Food and Drugs Part 1020.10, Sections A, B, C, as these may apply.

3.11 AUTHORIZATION

Each contractor must maintain a letter(s) from the original equipment manufacturer(s) (OEM), indicating that it is an authorized reseller of the manufacturer's single-processor microcomputer(s).

3.12 VIRUS PROTECTION

The contractor must scan the CD-ROM(s) for computer viruses and worms before submitting the CD-ROM(s) to the State. If the State finds a computer virus or worm on a CD-ROM submitted by a contractor, and that computer virus or worm is responsible for loss of employee time and/or data on the State's network, the contractor will be held liable for the cost of the elimination of the virus or worm from the State's computers.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

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

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit six (6) full, **complete and exact copies** of the original. **In addition, each bidder must submit full, complete and exact copies of the original bid proposal on two (2) CD-ROMs.** The copies (on paper and CD-ROM) required are necessary in the evaluation of the proposals. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State to produce the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

The bidder must scan the CD-ROM(s) for computer viruses and worms before submitting the CD-ROM(s) to the State. If the State finds a computer virus or worm on a CD-ROM submitted by a bidder, and that computer virus or worm is responsible for loss of employee time and/or data on the State's network, the bidder will be held liable for the cost of the elimination of the virus or worm from the State's computers.

4.4 PROPOSAL CONTENT

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

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

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

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

4.4.1 SECTION 1 – FORMS

4.4.1.1 OWNERSHIP DISCLOSURE FORM

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

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

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

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

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

4.4.1.3 AFFIRMATIVE ACTION

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

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

4.4.1.4 SET ASIDE CONTRACTS

This RFP provides for up to three (3) contract awards to Category I, II, and III Small Businesses. The bidder must provide, with its bid proposal, evidence of current and valid registration as a small business from the New Jersey Commerce & Economic Growth Commission (Commerce), or that it has filed an application to register as a small business with Commerce. Information can be obtained by contacting:

Set-Aside and Certification Office
New Jersey Commerce and Economic Growth Commission
Office of Business Services
20 West State Street, PO Box 820
Trenton, NJ 08625-0820
Phone: (609) 777-0885

This contract also has set aside subcontracting goals for Small Businesses. The bidder must include in its bid proposal a completed and signed **Notice of Intent to Subcontract** form (Attachment 4). Bidders intending to utilize subcontractors **must** also include a completed and signed **Subcontractor Utilization Plan form** (Attachment 4). Failure to submit the required forms shall result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce and Economic Growth Commission at (609) 292-2146.

4.4.1.5 BID BOND

Not applicable to this procurement.

4.4.2 SECTION 2 - TECHNICAL PROPOSAL

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

1. **From Section 3.1:**

- a. The bidder must document the product testing performed to meet the military standard of MIL-STD-810F for temperature, humidity, altitude, shock vibration, drop and enclosure.
- b. If the rugged computer meets or exceeds Ingress Protection (IP) ratings of IP54, then the bidder must indicate so, and provide evidence to support the claim in its bid proposal.
- c. The bidder must document in its bid proposal the ability of the rugged computer(s) bid to work under adverse weather conditions and harsh field environmental conditions.
- d. The bidder must document that the maximum memory on each piece of equipment bid is at least two (2) times the memory requirements of the minimum configuration for that piece.
- e. The bidder shall only bid rugged computers with versions of Microsoft Windows operating systems (OS) meant for business reliability and performance. The bidder shall not bid any consumer/home version of the Windows OS.
- f. The bidder shall only bid an OS, whether pre-installed or as an upgrade or downgrade option, that will be supported by the OS manufacturer for the entire life of the rugged computer warranty. Any OS bid must have been released and in production for a minimum of six (6) months prior to the bid submission date.
- g. The bidder may bid multiple configurations for each type of rugged computer. However, note that the State reserves the right to choose any or all of the computer configurations bid.
- h. The bidder must bid maintenance support for post warranty service and provide documentation that the service technicians are OEM-certified for the products they will service. The Using Agencies and local entities will have the option of purchasing maintenance on an hourly basis. The bidder must include a copy of its annual maintenance support agreement.
- i. The bidder may propose additional warranty (consecutive to the product manufacturer's warranty). However, such warranty purchase is not binding on the State, not an evaluation criterion, and may be optionally purchased.
- j. The bidder must include product literature for each model bid. A model bid without **product literature will not be eligible for an award. In the absence of product literature for all models, the bid proposal will be considered non-responsive.**

2. **From Section 3.3.1:**

- a. The bidder must specifically affirm that the product(s) bid meet or exceed the minimum requirements for a CBVM rugged computer listed in Section 3.3.1. The bidder is encouraged to bid all models that meet or exceed the required minimum configuration. Multiple computers bid must be clearly marked as "Alternate".

3. **From Section 3.3.2:**

- a. The bidder shall bid as CBVM rugged computer options all products that install internally in the computer or attach externally to the computer, and provide additional capacity and/or functionality to the CBVM rugged computer.
- b. The bidder must supply a single percentage discount off MSRP for each CBVM rugged computer options category. This single percentage discount shall apply to all options bid under that CBVM rugged computer options category.
- c. Options may be from multiple manufacturers. The bidder must specifically affirm that the proposed operating system-drivers are the appropriate drivers required for the proper operation of the options.
- d. The bidder must bid, at a minimum, all of the required rugged computer options listed in Section 3.3.2 in order for the bid proposal to be considered responsive and eligible for award.

4. **From Section 3.3.3:**
 - a. The bidder must bid an all-inclusive hourly rate for installation of a CBVM in a vehicle, installation of options in a CBVM, and the maintenance support.
 - b. The bidder must bid an all-inclusive hourly rate for installation of each option into the CBVM and the bidder must specifically affirm that the options installation labor will be provided by technicians certified by the computer OEM.
 - c. The bidder must bid an all-inclusive hourly rate for maintenance service on the CBVM. The bidder shall propose different maintenance support programs using OEM certified technicians for all available options, including at a minimum:
 - 24 hours x 7 days, 4-hour response
 - 8 hours x 5 days, 4 hour response
 - 8 hours x 5 days, next business day
5. **From Section 3.4.1:**
 - a. The bidder must specifically affirm that its proposed product(s) meets or exceeds the minimum requirements for a handheld rugged computer as listed in Section 3.4.1. Bidders are encouraged to bid all models that meet or exceed the required minimum configuration. Multiple computers bid must clearly be marked as "Alternate".
6. **From Section 3.4.2:**
 - a. The bidder shall bid as handheld rugged computer options, all products that install internally in the computer or attach externally to the computer, and provide additional capacity and/or functionality to the handheld rugged computer.
 - b. The bidder must supply a single percentage discount off MSRP for each handheld rugged computer options category. This single percentage discount shall apply to all options bid under that handheld rugged computer options category.
 - c. Options may be from multiple manufacturers. The bidder must specifically affirm that the proposed operating system-drivers are the appropriate drivers required for the proper operation of the options.
 - d. The bidder must bid, at a minimum, all of the required rugged computer options listed in Section 3.4.2 in order for the bid proposal to be considered responsive and eligible for award.
7. **From Section 3.4.3:**
 - a. The bidder must bid an all-inclusive hourly rate for installation of each option into the CBVM and the bidder must specifically affirm that the options installation labor will be provided by technicians certified by the computer OEM.
 - b. The bidder must bid an all-inclusive hourly rate for maintenance service on the CBVM. The bidder shall propose different maintenance support programs using OEM certified technicians for all available options, including at a minimum:
 - 24 hours x 7 days, 4-hour response
 - 8 hours x 5 days, 4 hour response
 - 8 hours x 5 days, next business day
8. **From Section 3.5.2:**
 - a. The bidder shall bid as portable rugged computer options, all products that install internally in the computer or attach externally to the computer, and provide additional capacity and/or functionality to the portable rugged computer.
 - b. The bidder must supply a single percentage discount off MSRP for each handheld rugged computer options category. This single percentage discount shall apply to all options bid under that handheld rugged computer options category.
 - c. Options may be from multiple manufacturers. The bidder must specifically affirm that the proposed operating system-drivers are the appropriate drivers required for the proper operation of the options.
 - d. The bidder must bid, at a minimum, all of the required rugged computer options listed in Section 3.5.2 in order for the bid proposal to be considered responsive and eligible for award.
9. **From Section 3.5.3:**
 - a. The bidder must bid an all-inclusive hourly rate for installation of each option into the CBVM and the bidder must specifically affirm that the options installation labor will be provided by technicians certified by the computer OEM.

- b. The bidder must bid an all-inclusive hourly rate for maintenance service on the CBVM. The bidder shall propose different maintenance support programs using OEM certified technicians for all available options, including at a minimum:
 - 24 hours x 7 days, 4-hour response
 - 8 hours x 5 days, 4 hour response
 - 8 hours x 5 days, next business day

10. **From Section 3.6:**

- a. All prices and discounts, for the purposes of this RFP, are based on Manufacturer's Suggested List Price (MSLP) or Manufacturer's Suggested Retail Price (MSRP) for the model or SKU number. If the OEM does not have a suggested list or retail price, one must be created by the OEM for the State of New Jersey and identified as the "Official Price List for the State of New Jersey."
- b. **NOTE: All references to OEM prices will be referred to as "MSRP" for the remainder of this RFP.**
- c. The bidder must submit two (2) copies of the manufacturer's price list with its bid proposal for each model of rugged computer it is bidding. **It is mandatory that the bidder submit one hard copy of the price list and one copy on CD-ROM in one or more MS Excel spreadsheets, properly named to ease identification of the bidder, price line bid, and manufacturer and model of the microcomputer.**
- d. The bidder must ensure it has the correct and most current price list at the time of bid proposal submission. All discounts bid will be based on and evaluated against the MSRPs. Products bid with incorrect MSRPs will be disqualified and will not be eligible for award.
- e. **The State reserves the right to select a sub-set of the models bid.**

11. **From Section 3.10:**

- a. The bidder must provide its warranty proposal. The warranty shall be for a period of at least three years on all rugged computers and associated options from the time of delivery of the product. The warranty must cover parts (including LCD screen), labor, transportation, and all associated costs for on-site warranty work. **A bidder providing a warranty of less than three years will not be considered for contract award.**
- b. The State acknowledges that power source batteries for laptop and Tablet PC microcomputers are considered consumables, and as such cannot be warranted for an extended period of time. The bidder must explain its warranty policy on power source batteries in its bid proposal.
- c. The bidder may offer warranties of more than three years. Although extended warranties will be accepted by the State, extended warranties will not be evaluation criterion for contract award.

4.4.2.1 MANAGEMENT OVERVIEW

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

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

4.4.2.2 CONTRACT MANAGEMENT

Not applicable to this procurement.

4.4.2.3 CONTRACT SCHEDULE

Not applicable to this procurement.

4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement.

4.4.2.5 POTENTIAL PROBLEMS

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

4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE

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

4.4.3.1 LOCATION

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder shall include the telephone number and name of the individual to contact. This individual shall be designated as the account manager and must be available during the life of the contract to answer agency questions related to the contract. The account manager must be available via phone during normal business hours of 9:00 A.M. to 4:30 P.M.

4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

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

4.4.3.3 RESUMES

The bidder shall submit a detailed resume for the account manager and a back-up. The resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. The resumes should include the following:

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

4.4.3.4 BACKUP STAFF

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

4.4.3.5 ORGANIZATION CHART (ENTIRE FIRM)

Not applicable to this contract.

4.4.3.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

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

4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or, if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

4.4.3.8 SUBCONTRACTOR(S)

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

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

- B. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- C. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- D. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- E. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.4 SECTION 4 - COST PROPOSAL

The bidder must submit all requested pricing information in the pricing workbooks attached to this RFP. Failure to submit all requested pricing information in accordance with requirements in Section 3.0 and directions in Section 4.4.4.1 shall result in a portion of the proposal, or the entire proposal being deemed ineligible for an award.

Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

4.4.4.1 INSTRUCTIONS FOR COMPLETING PRICING WORKBOOKS

The bidder must complete the State-provided pricing workbooks with the required information. The State has designed these workbooks to obtain consistent product and services information, to ease bid evaluation, and to simplify agency procurement processes.

Each bidder intending to bid on the CBVM rugged computer, associated options, and installation services must complete the "CBVM Rugged Computer Pricing Workbook".

Each bidder intending to bid on the handheld rugged computer and its associated options must complete the "Handheld Rugged Computer Pricing Workbook".

Each bidder intending to bid on the portable rugged computer and its associated options must complete the "Portable Rugged Computer Pricing Workbook".

Only one model can be listed on one worksheet within each workbook. The bidder must make copies of the worksheet within the same workbook for multiple models bid. All sections (computer pricing, options, and services) on each worksheet are mandatory. Each worksheet must clearly reference the OEM/brand being bid. Any section of any worksheet not completed will render the bid proposal non-responsive and ineligible for award.

On each worksheet, the bidder must complete the cells highlighted in yellow. MS Excel will automatically calculate the price cells with white background. However, the bidder is ultimately responsible to check that the net prices are accurate. Therefore, it is imperative that the bidder check the net prices after MS Excel automatically calculates them.

Note that the options on a worksheet must be intended for and operate with the listed rugged computer model on that worksheet. The Options price sheet area must have one discount percentage per options category.

The rugged computers bid (and priced in the pricing workbook) by the bidder will be the only models available for purchase on the contract resulting from this RFP. Any models or configurations not bid (and priced in the pricing workbook) will not be available for purchase by New Jersey agencies. **Contractors are cautioned that selling any microcomputers that have not been approved by the Director may result in contract termination.**

5.0 SPECIAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS

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

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

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

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

5.2 STATE CONTRACT MANAGER

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

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

5.2.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

5.2.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER

The State Contract Manager shall have the following additional duties:

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

- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.

5.2.3 COORDINATION WITH THE STATE CONTRACT MANAGER

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

5.3 BUSINESS REGISTRATION

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

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

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

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

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

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

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

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

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

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

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

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

5.4 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of two (2) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP ([page 3 of this RFP](#)). If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

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

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

5.5 CONTRACT TRANSITION

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

5.6 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.7 CONTRACT AMENDMENT

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

5.8 CONTRACTOR RESPONSIBILITIES

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

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.9 SUBSTITUTION OF STAFF

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

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

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

5.10 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

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

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

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

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

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

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

5.11 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

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

5.12 DATA CONFIDENTIALITY

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

5.13 NEWS RELEASES

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

5.14 ADVERTISING

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

5.15 LICENSES AND PERMITS

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

5.16 CLAIMS AND REMEDIES

5.16.1 CLAIMS

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

5.16.2 REMEDIES

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

5.16.3 REMEDIES FOR NON-PERFORMANCE

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

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

5.17 LATE DELIVERY

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey

Director, Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State St.
Trenton, New Jersey 08625-0230

5.18 RETAINAGE

The amount of retainage is noted on the RFP cover sheet ([Page 3 of this RFP](#)). The using agency shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the using agency shall review the contractor's performance. If performance has been satisfactory, the Using Agency shall release 90% of the retainage for the preceding three (3) month period. Following certification by the State Contract Manager that all services have been satisfactorily performed the balance of the retainage shall be released to the contractor.

5.19 STATE'S OPTION TO REDUCE SCOPE OF WORK

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

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

5.20 SUSPENSION OF WORK

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

5.21 CHANGE IN LAW

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

5.22 CONTRACT PRICE INCREASE (PREVAILING WAGE)

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

5.23 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the

necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

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

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

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

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

5.24 FORM OF COMPENSATION AND PAYMENT

This Section supplements [Section 4.5 of the RFP'S Standard Terms and Conditions](#). The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

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

5.24.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

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

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

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

5.25 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP'S standard terms and conditions, contractor(s) must provide, on a calendar quarter basis, to the

Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

Contractors are to submit the required information in electronic spreadsheet format on the Quarterly Reporting Template attached to this RFP as Attachment 5D (Addendum 4 on the web).

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

5.26 ANTI-COMPETITIVE PRACTICES

In signing this bid, the bidder also certifies that it has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; and that the above statement is accurate under penalty of perjury.

5.27 CONNECTION OF COMPATIBLE PRODUCTS

The bidder must agree to permit the State to connect appropriate compatible products supplied by other bidders to any product procured from this contract. All contracted maintenance and services must continue without prejudice to the State as a result of the above connection. An end user appropriately connecting compatible peripherals to the products procured from the contract(s) awarded resulting from this RFP shall not void the manufacturer's warranty.

5.28 PRODUCT RECALL

Contractor assumes full responsibility for prompt notification of the Director and the Using Agency of any product recall in accordance with any applicable state and federal regulations.

5.29 SPECIAL PRICING

If the contractor or OEM offers any special pricing or incentives during the contract period (for example seasonal, inventory reduction, etc.), whether temporary or permanent, the contractor must make the special pricing or incentives available to the State agencies and participants in the Cooperative Purchasing Program, under this contract for any future procurement, as long as the special pricing is in effect. Once the special pricing or incentives cease, the prices paid by the State agencies and participants in the Cooperative Purchasing Program will revert to the approved prices. If the special pricing or incentives cannot be made available by the contractor, the State reserves the right to place orders directly with the manufacturer or the State, at its discretion, may choose to cancel the contract.

5.30 LEMON REPLACEMENT POLICY

If the contractor or a contractor-designated repair facility cannot repair the product to conform to the manufacturer's specifications within three (3) repair attempts, the contractor must replace the product or reimburse the Using Agency for the full purchase price, whichever the Using Agency prefers (less any allowances to offset for the agency's use of the product prior to the first repair attempt).

In order for this Lemon Replacement policy to be invoked by a Using Agency, all of the following must be true:

- The product must have been qualified as a "new" product.
- The product's problems must be covered by the manufacturer's warranty.
- The problem(s) must substantially reduce the use, or value of the product to the purchaser.
- The problem(s) are not caused by any abuse of the product.
- The vendor has made at least three unsuccessful repair attempts.

5.31 PERFORMANCE BOND

Not applicable to this procurement.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 PROPOSAL EVALUATION COMMITTEE

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 EVALUATION CRITERIA

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

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

- A. The bidder's general approach and plans in meeting the requirements of this RFP.
- B. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C. The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D. The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.
- E. The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.2 THE BIDDER'S COST PROPOSAL

For evaluation purposes, bidders will be ranked by category of rugged computer according to the total bid price for the computer, options and services as listed in the pricing workbooks in [Attachment 5](#).

6.4 CONTRACT AWARD

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid proposal, conforming to the RFP, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

ATTACHMENTS - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Subcontractor Set Aside Forms](#)
5. [Price Schedules](#)
6. [Reciprocity Form](#) (*Optional Submittal*)
7. [Cooperative Purchasing Form](#)

APPENDICES

1. [New Jersey Standard Terms and Conditions](#)
2. [Set-Off for State Tax Notice](#)

ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

OWNERSHIP DISCLOSURE FORM

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

BIDDER: _____

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

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

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

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

COMPLETE ALL QUESTIONS BELOW

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

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

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

Company Name: _____

Address: _____

FEIN/SSN#: _____

(Signature)

(Name)

(Title)

Date _____

ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM

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

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

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

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

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

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

Signature of Bidder

Name (Type or Print)

Title Name (Type or Print)

Name of Company Name (Type or Print)

Date

ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT

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

SUPPLEMENT TO BID SPECIFICATIONS

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

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

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

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

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

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

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

IMPORTANT:

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

Item 1 - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",

or

If your business is such that you have not, or will not receive a Federal Employee Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

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

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

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

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

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

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

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

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

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

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

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

Racial/Ethnic Groups will be so defined:

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

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

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

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

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

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

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

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

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

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

State of New Jersey
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

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

SECTION A - COMPANY IDENTIFICATION

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

OFFICIAL USE ONLY

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

SECTION B - EMPLOYMENT DATA

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

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

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

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

ATTACHMENT 4 - SUBCONTRACTOR SET ASIDE FORMS

NOTICE TO ALL BIDDERS

NOTICE OF INTENT TO SUBCONTRACT FORM

SUBCONTRACTOR UTILIZATION PLAN FORM

PROCEDURES FOR SMALL BUSINESS PARTICIPATION AS SUBCONTRACTORS

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

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

DEFINITIONS:

“ Small business” means a business that

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

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

PROCEDURE:

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

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

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

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

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

Note that a bidder's failure to satisfy the small business subcontracting targets or provide sufficient documentation of its good faith efforts to meet the targets may preclude award of a contract to the bidder.

Bidders seeking eligible small businesses should contact:

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

Telephone: (609) 292-2146

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

REQUIRED SUBMISSION

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

NOTICE OF INTENT TO SUBCONTRACT FORM

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

DPP Solicitation Number: 05-X-35243	DPP Solicitation Title: Rugged Computers, Options & Services
Bidder's Name and Address: 	

INSTRUCTIONS: PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

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

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

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

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

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

PRINCIPAL OF FIRM:

(Signature)

(Title)

(Date)

REQUIRED SUBMISSION IF BIDDER INTENDS TO SUBCONTRACT

STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY (DPP) SUBCONTRACTOR UTILIZATION PLAN (REFERENCED IN RFP STANDARD TERMS AND CONDITIONS)	DPP Solicitation No.: 05-X-35243
---	---

NOTE: If utilizing subcontractors, failure to submit this properly completed form will be sufficient cause for rejection of the bid as non-responsive.	DPP Solicitation Title: Rugged Computers, Options & Services
---	---

Bidder's Name and Address: _____ _____ _____	• Bidder's Telephone No.: _____ • Bidder's Contact Person: _____
--	---

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

SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	REGISTERED WITH NJ COMMERCE AND ECONOMIC GROWTH COMMISSION *			TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACTS
	SMALL BUSINESS CATEGORY				
	I	II	III		

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

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

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

PRINCIPAL OF FIRM:

(Signature)
(Title)
(Date)

ATTACHMENT 5 PRICING WORKBOOK & QUARTERLY REPORT

ATTACHMENT 5A CBVM RUGGED COMPUTER WORKBOOK is located on the web in Microsoft Excel format as addendum 1

ATTACHMENT 5B HANDHELD RUGGED COMPUTER WORKBOOK is located on the web in Microsoft Excel format as addendum 2

ATTACHMENT 5C PORTABLE RUGGED COMPUTER WORKBOOK is located on the web in Microsoft Excel format as addendum 3

ATTACHMENT 5D QUARTERLY REPORT is located on the web in Microsoft Excel format as Addendum 4

ATTACHMENT 6 - RECIPROCITY FORM

RECIPROCITY FORM
(Optional Submission)

IMPORTANT NOTICE TO ALL BIDDERS

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

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

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

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

.....
Name of Locality having preference practices:

City /Town/Authority	
County	
State	

Documentation Attached

- Resolution Regulations/Laws
 Notice to Bidder Other _____

Name of Firm Submitting this information _____

Please Print

ATTACHMENT 7 COOPERATIVE PURCHASING FORM

DEPARTMENT OF THE TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE STREET PO BOX 230 TRENTON, NJ 08625-0230	NUMBER: BID OPEN DATE: TIME: T-NUMBER: BIDDERS NAME: BIDDERS FID:
--	--

IMPORTANT NOTICE

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

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

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

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

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

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

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

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

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

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

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

A BIDDER'S WILLINGNESS OR UNWILLINGNESS TO EXTEND WILL "NOT" BE A FACTOR IN DETERMINING THE STATE AWARD. THE DIRECTOR WILL "NOT" AWARD A SEPARATE CONTRACT FOR LOCAL USE. THE VENDOR MAY NOT CHANGE HIS DECISION DURING THE CONTRACT TERM.

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

YES _____ NO _____

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

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

PBCOPI Rev.8/96

APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS

STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

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

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 **BUSINESS REGISTRATION** - All New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. "Business organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof. Proof of valid business registration shall be submitted by a bidder with its bid proposal. No contract will be awarded without proof of business registration with the Division of Revenue. 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/gettingregistered.htm#busentity>
- 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. **LIABILITIES**

- 2.1 LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, naming the State as an additional insured and which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY
Purchase Bureau – Bid Ref. #

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

- a. a Commercial General Liability policy as broad as the standard coverage forms in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage.

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE
\$1,000,000 DISEASE EACH EMPLOYEE
\$1,000,000 DISEASE AGGREGATE LIMIT

3. **TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU**

- 3.1 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend an contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 BID AND PERFORMANCE SECURITY

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
 2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

- a. Issue an award notice for those offers accepted by the State;
- b. Return all bond securities to those who have not been issued an award notice.

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

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

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

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

3.5 TERMINATION OF CONTRACT

- a. For Convenience

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

- b. For cause:

- 1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
- 2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

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

- 3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES** - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

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

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

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

3.11 SUBCONTRACTING OR ASSIGNMENT - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

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

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

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

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

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

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.

- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

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

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

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

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

3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

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

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

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

3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the, bidder s financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

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

4. TERMS RELATING TO PRICE QUOTATION

4.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

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

4.2 DELIVERY COSTS - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

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

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

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

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

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting MasterCard. For more information, call your bank or any merchant services company.

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

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

4.7 RECIPROCITY - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

5. CASH DISCOUNTS - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

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

6. STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an

interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE

NOTICE TO ALL BIDDERS **SET-OFF FOR STATE TAX NOTICE**

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

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