

REQUEST FOR PROPOSAL (RFP)
FOR
PC REPAIR SERVICES - HOURLY RATES -
STATEWIDE TERM CONTRACT
ADMINISTERED BY THE
DEPARTMENT OF TREASURY
DIVISION OF ADMINISTRATION
BID # 02-X-32472

REQUEST FOR PROPOSALS (RFP)
for
PC Repair Services Statewide – Hourly Rates
For
Treasury Div. of Administration

TABLE OF CONTENTS:

1.0 INFORMATION FOR BIDDERS

1.1 Purpose and Intent

1.2 Background

1.3 Key Events

1.4 Additional Information

2.0 DEFINITIONS AND COMMODITY DESCRIPTION OR SCOPE OF WORK

2.1 Contract Definitions

3.0 SCOPE OF WORK REQUIREMENTS

3.1 General Service Requirements

3.2 Parts Requirements

3.3 Dispatch Service

3.4 Record of Service

3.5 Invalid Service Calls

3.6 State's Help Desks

3.7 Service Levels and Response Times

3.8 Coverage Requirements

3.9 Service Contract Requirements

3.10 Value Added Support Services

3.11 Definitions of Service Terms

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 General

4.2 Proposal Delivery and Identification

4.3 Number of Bid Proposals to be Submitted in Response to this RFP

4.4 Proposal Format and Content

5.0 CONTRACTUAL TERMS & CONDITIONS

5.1 Precedence of Division of Purchase and Property's Standard Terms and Conditions

- 5.2 Performance Bond
- 5.3 Foreign Corporations
- 5.4 Contract Term and Extension Option
- 5.5 Contract Transition
- 5.6 Availability of Funds
- 5.7 Contract Amendment
- 5.8 Contractor Responsibilities
- 5.9 Substitution of Staff
- 5.10 Substitution or Addition of Subcontractor(s)
- 5.11 Ownership of Material
- 5.12 Data Confidentiality
- 5.13 News Releases
- 5.14 Advertising
- 5.15 Licenses and Permits
- 5.16 Claims and Remedies
- 5.17 Liquidated Damages
- 5.18 Reserved
- 5.19 Reserved
- 5.20 Suspension of Work
- 5.21 Change in Law
- 5.22 Additional Work and/or Special Projects
- 5.23 Form of Compensation and Payment
- 5.24 Year 2000 Compliance

5.25 Contract Activity Report

5.26 Insolvency

5.27 Contract Cancellation

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 Proposal Evaluation Committee

6.2 Oral Presentation and/or Clarification of Proposals

6.3 Evaluation Criteria

6.4 Contract Award

7.0 Bidder Data Sheets for: Bidder's Capabilities, Organizational Support & Experience and/or Technical Proposal

Attachments "A"

Attachment "B"

8.0 Price Sheets and Supporting Detail

Attachment "C"

1.0 INFORMATION FOR BIDDERS

1.1 Purpose and Intent

The purpose of this Request for Proposals is to solicit from qualified Multi-Vendor Service Providers the Full Repair Services needed for the State's embedded base of PC computing equipment, including: Desktops, Laptops, Notebooks, all integrated cards and peripherals such as hard drives, CD-ROM drives, floppy drives etc., and output peripherals such as laser printers. This service is to be rendered in the form of contracted service credit hours, which are inclusive of both time and materials. The goal of this RFP is to reduce current costs to the State and to provide uniform levels of service to all State agencies. The objectives are: to obtain cost savings, to ensure the provision of quality repair service, to assist the State in managing its resources better, and to provide a single point of vendor contact for effective contract administration by both the State and the awarded vendor.

The requested services are for all parts and labor required for inspection, adjustment, repairs, support and replacement of all broken, defective, missing or worn parts of all equipment and features covered herein. All services are to be made available Statewide. These services cover all Full Service Hardware Repair, and other services specified herein. The acquisition and accounting methods used will be by Service Credit Hours. The types of equipment presented herein represent the State's estimated needs for maintenance in a multi-vendor environment. No minimum or maximum amount of work will be guaranteed by the State to the firm that receives a contract award. The Contractor will be paid only for actual work satisfactorily performed and accepted by the Using Agency.

IN ORDER TO BE CONSIDERED FOR AN AWARD, BIDDERS MUST BID ON ALL REPAIR CATEGORIES OF PC'S, LAPTOPS, LASER PRINTERS ETC. SPECIFIED HEREIN. SUBMITTED BIDS WHICH DO NOT DO SO (i.e. bid rates for all categories) WILL BE DISREGARDED AND NO LONGER CONSIDERED.

The intent of this RFP is to award a Bidder as Contractor who will perform Full Service Repair as described herein, for an initial period of three years with two one-year optional extension periods. The awarded Bidder will be accountable and responsible for providing, managing and controlling all aspects of the awarded services. The State reserves the right to award in whole or in part, whichever shall be in its best interest. It is the State's intent that the contract shall be awarded with reasonable promptness by written notice to that responsible Bidder whose bid, conforming to the invitation for bids, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest to do so.

A Secondary Award may also be made to the next lowest-priced most responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the State, price and other factors considered. The awarded secondary contractor will serve to replace the primary contractor, if for any reason, the primary contractor is unable to fulfill the terms of the contract, or whose contract is cancelled during the term. The secondary contractor will become the primary contractor and will finish out the term of the contract, and any extensions, according to the terms of the contract.

1.2 Background

1.2.1 State's Computing Environment

The State's computing environment is critical to day to day operations of State government. PC applications (and PC to mainframe connections) support the activity of Most State employees and services for over 8 million citizens of New Jersey. Disruptions to these services affect the ability of employees in many departments at a multitude of locations throughout the State, to perform their jobs. This work is key to providing direct, accurate and crucial services to the public. Repair services related to these centers must therefore be of an extremely high caliber in both reliability and performance.

1.2.2 State Agencies

Approximately twelve (12) State Agencies are represented in this request for Full Service Hardware Repair services. Equipment is installed at over 1,200 agency locations throughout the State. The equipment supporting these agencies ranges from advanced PC servers to simple scanners. Note: The actual list of State agency offices, sites and their representatives, will not appear in this RFP; the contractor must be able to service any in-state location. This RFP and resulting contract(s) are issued solely on behalf of the State of New Jersey for participating State agencies, as determined by the State.

1.2.3 Overview of Current Service

It should be noted that while some agencies have their own Help Desk for service call-ins, many do not. Equipment to be serviced is located throughout all 21 New Jersey counties. There are concentrations of equipment in the High Density Computing Centers. The centers and their approximate percentage of equipment concentration, follows: Camden, 10%; Atlantic City, 5%; Newark, 15%; Jersey City, 10%; Trenton, 25%; all other parts of the state, 35%. This is a new contract and so there is no estimate available for total number of service calls placed by day, but for purposes of the RFP, the estimate is between five (5) through twenty (20). The estimated number of Service Credit Hours required to start the contract are: up to 2,000 hours for the PC category, up to 300 hours for the Laptop category, up to 700 hours for the Black and White (BW) Laser Printer category, and up to 150 hours for the Color Laser Printer category. The State will not be held to either a minimum or maximum.

1.2.4 State's Responsibility

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

1.2.5 State's Current Inventory

The State has over 35,000 active PC's of various models installed. This RFP requires the Contractor to service all models of the State's PC's, Laptops and Laser Printers. Some manufacturer's models and quantities of PC's/Laptops

installed are: ACER (22), Apple (410), ATT/NCR (75), Compaq (500), DEC (100), DELL (30,150), Gateway (1,977), HP (99), IBM (1,063), Intergraph (20), Memorex-Telex (611), Microtree (117), Toshiba (62) and other models. Laser Printer models are Compaq/DEC BW (400), Compaq/DEC Color (100), HP BW (800), Color (100); Lexmark BW (400), Color (100); Epson BW (350), Color (50) and other makes/models.

Total estimated PC's equal 35,206, perhaps 500 is Laptops. Total black and white Laser printers equal 3,950; color equal 350.

Some Laptop/Notebook PC Models in use are as follows: Dell Inspiron and Latitude; Gateway Colorbook and Solo; IBM ThinkPad; and Toshiba Satellite and 4020CDT.

Some black and white Laser Printer models in use are as follows: Compaq/DEC Printserver 17 & 20, DECLaser 1100, 2000, 2100, 3500, LN Series; HP LaserJet II through 6 Series in all variants (S, Si, M, N, P, T, X) also 100,2100,4000,5000,8100 Series in all variants (S, Si, M, N, P, T, X); Lexmark Optra Series C, L (X), N, R (X/K), S in all variants.

Some color Laser Printer models in use are as follows: HP LaserJet 4500 and 8550 Series; Lexmark C710 Series, 1200 Series, 1275 Series and Optra C45.

The State will not be held to a minimum or maximum make or quantity.

1.3 Key Events

1.3.1 Questions and Inquiries:

It is the policy of the New Jersey Division of Purchase and Property to accept questions and inquiries from all potential Bidders who have received this RFP.

CUT-OFF DATE FOR QUESTIONS AND INQUIRIES:

Since a MANDATORY PRE BID CONFERENCE has been scheduled for this procurement, the cut-off for questions will be at the conclusion of the MANDATORY PRE-BID CONFERENCE. Written questions submitted at the MANDATORY PRE-BID CONFERENCE should be hand delivered to the Purchase Bureau representative or buyer.

It is requested that Bidders submit long, complex or multiple part questions in writing as far before the MANDATORY PRE-BID CONFERENCE as possible. This request is made so that answers may be prepared by the State by the time of the MANDATORY PRE-BID CONFERENCE.

The writer should directly tie written questions to the RFP. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referring to the EXACT RFP PAGE number, and SECTION number to which it relates.

Short procedural inquiries may be accepted, by telephone, by the buyer noted on the cover sheet to this RFP. Oral explanations or instructions given over the telephone before the award of the Contract shall not be binding upon the State. Bidders are cautioned that all questions and inquiries regarding this RFP must be directed to the Purchase Bureau buyer listed on the coversheet of this RFP.

Bidders should not contact the Using Agencies directly, in person, or by telephone, concerning this RFP.

Written questions must be submitted to the Division of Purchase and Property, Purchase Bureau and should be mailed and faxed to the attention of the assigned Purchase Bureau buyer at the following address:

State of New Jersey
Division of Purchase and Property
Purchase Bureau
PO BOX 230
Trenton, New Jersey 08625-0230
Attention: Michael Shifman
Fax Number: 609-292-5170 Phone: 609-984-9703

A copy of all written questions should also be mailed and faxed to the Using Agency as indicated below:

State of New Jersey
Department of Treasury
Division of Administration
PO BOX 211
Trenton, New Jersey 08625-0211
Attention: Rod Richards

Fax Number: 609-633-9090 Phone 609-633-9049

1.3.2 RESERVED

1.3.3 RESERVED

1.3.4 MANDATORY PRE-BID CONFERENCE:

A MANDATORY PRE-BID CONFERENCE has been scheduled for this procurement.
The

date, time and location are provided on the page of this RFP entitled "CONFERENCE/SITE INSPECTION." This page is normally found on page eleven (11) of the RFP. The date and time are also noted under item number 8 on the cover sheet of this RFP.

CAUTION: Failure to attend and properly register at the MANDATORY PRE-BID CONFERENCE will disqualify your firm from submitting a bid proposal in response to this RFP. Bids will be automatically rejected from any vendor that was not represented or failed to properly register at the MANDATORY PRE-BID CONFERENCE.

The purpose of the MANDATORY PRE-BID CONFERENCE is to provide a structured and formal opportunity for the State to accept questions from Bidders on the RFP document. The MANDATORY PRE-BID CONFERENCE also allows the State to clarify the contents of the RFP. The State may distribute additional background information or material(s) to attendees of the MANDATORY PRE BID CONFERENCE at the CONFERENCE.

Any major revisions to the RFP as a result of the MANDATORY PRE-BID CONFERENCE will be formalized and distributed to attendees as written addenda to the original RFP. Answers to deferred questions will also be distributed to attendees by addendum.

1.4 Additional Information

1.4.1 Revisions to this RFP

In the event it becomes necessary to revise, modify, clarify or otherwise alter the RFP for this procurement, revisions will be made by addenda to this RFP. RFP addenda will be distributed as follows:

1.4.1.1 Addenda to the RFP

A MANDATORY PRE-BID CONFERENCE has been scheduled for this procurement. Any addenda issued before the MANDATORY PRE-BID CONFERENCE will be distributed to all Bidders that received the initial RFP. Any addenda issued at the time of or after the MANDATORY PRE-BID CONFERENCE will be distributed only to those Bidders represented and properly registered at the MANDATORY PRE-BID CONFERENCE.

1.4.1.2 Addenda As a Part of the RFP

All addenda to the original RFP become part of this RFP and shall become part of the final Contract resulting from this RFP.

1.4.2 Issuing Office

This RFP is issued by the New Jersey Division of Purchase and Property, Purchase Bureau. The issuing office is the sole point of contact between Bidders and the State for purposes of this RFP.

1.4.3 Cost Liability

The State of New Jersey assumes no responsibility and no liability for costs incurred by Bidders before issuance of a Contract, purchase order or agreement.

1.4.4 Contents of Bid Proposal

The entire content of every bid proposal submitted in response to this RFP that is publicly opened and read becomes a public record. This is the case notwithstanding any statement of confidentiality, disclaimer or any other statement to the contrary included by the Bidder in its bid proposal submitted in response to this RFP.

All bid proposals submitted in response to this RFP, being public records, are available for public review and inspection. Interested parties who wish to review bid proposal(s) submitted in response to this RFP must make an appointment with the assigned Purchase Bureau buyer. Inspection is subject to the rules of the Division of Purchase and Property, Purchase Bureau.

1.4.5 Price Alteration

Bid prices must be typed or written in ink or bid will be subject to the automatic rejection according to the applicable provisions of the New Jersey Administrative Code. Any price change (including "white-outs") must be initialed or that item will be disqualified. This policy is meant to protect both the State and the Bidder.

1.4.6 Joint Venture

If a joint venture is submitting a bid, the joint venture must be a legal entity. The Bidder should consult an attorney to determine if a written agreement is required to be considered a legal entity for purposes of bid submission. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form,

Affirmative Action Employee Information Report, McBride Principles Certification and, if applicable, foreign (out of State) corporation registration must be supplied for each party to a joint venture.

1.4.7 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 proposal in response to this RFP, the Bidder represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFP.

2.0 DEFINITIONS AND COMMODITY DESCRIPTION OR SCOPE OF WORK

2.1 Contract Definitions

As used herein, the following terms shall have the definitions set forth in these paragraphs. These definitions shall also apply to the entire RFP and resulting Contract unless otherwise defined therein.

By submitting a bid proposal in response to this RFP the Bidder certifies that it understands and agrees that all of these definitions will automatically become a part of any Contract(s) awarded or order(s) placed as a result of the RFP, unless specifically and expressly modified by reference in the RFP or in a written document executed by the Director, Division of Purchase and Property or the designee thereof.

"Addenda": Addenda are written or graphic instruments issued by the Purchase Bureau that correct, change, modify, supplement, delete from, interpret or clarify the RFP.

"All Inclusive Hourly Labor Rate": An all-inclusive hourly rate must include all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, safety equipment, repairs, per diem, managerial support and all documents, forms, and reproductions thereof. Hourly rates also include portal to portal expenses. The State will not pay hourly minimums of multiple hours or other combinations; all items must be included in the All-Inclusive Hourly Labor Rate.

"Amendment": An Amendment is a change in the manner of performance of the Contractor or a change in Scope and/or nature of work to be performed by the Contractor under the Contract. An Amendment is not effective until it is signed by the Director, Division of Purchase and Property.

"Contract": This RFP, any Addendum to this RFP, and the bidder's proposal

submitted in response to this RFP and the Division's Notice of Acceptance.

"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, Division of Purchase and Property to review and evaluate bid proposals submitted in response to this RFP and to recommend a Contract award to the Director. The committee may include one or more representatives of the Using Agency and the central purchasing authority. One or more members may be appointed from other governmental agencies or political subdivisions to serve as disinterested third parties.

"All-Inclusive, Loaded, Firm, Fixed Price": Any price or cost bid which is not subject to increase during the period specified. An all-inclusive, loaded, firm fixed price is a price which includes all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, repairs, parts, delivery of parts, Engineering Changes, Preventive Maintenance, cables, labor, supervision, managerial support and all documents, forms, and reproductions thereof. Contractor's personnel shall not be paid for time spent commuting or traveling to the work site, or for meals, lunch, dinner or other breaks. The State will not pay hourly minimums of multiple hours or other combinations; all items must be included in the All-Inclusive, Loaded, Firm, Fixed Price.

"Formal Date of Award": Effective date of Contract and work initiation.

"May": Indicates something that is not mandatory, but is permissible.

"Modification": A Modification to the Contract is a minor change in the manner of performance of the Contractor under the Contract. A Modification may be agreed to in writing by the Using Agency.

"Project": The initiative, enterprise, undertaking or services for which the Contractor was Contracted.

"Request for Proposal": A request for offers or proposals to provide goods and/or services sought after by the State(RFP).

"RFP": Request for Proposals

"Shall or Must": Denote the imperative and makes known a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

"Should": Indicates something that is recommended or desired, but not mandatory.

"State": State of New Jersey

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

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

"Task": A discrete unit of work to be performed.

"Using Agency": The Using Agency or Using Agencies on whose behalf the Division of Purchase and Property entered into the Contract. The Using Agency is the intended beneficiary of the Contract. The Using Agency is often referred to as the "Agency."

"Vendor": A vendor is any business entity interacting with the Purchase Bureau, independent of a specific solicitation process. Examples of such interaction would be vendors in the process of submitting a bid list application, or a vendor making general inquiries concerning Purchase Bureau activities. The vendor becomes a Bidder by responding to a Request for Proposals(RFP) issued by the State. The vendor becomes a "Contractor" by being awarded the contract.

3.0 SCOPE OF WORK REQUIREMENTS

3.1 General Service Requirements

3.1.1 Categories of Equipment

The categories of State PC equipment to be covered by the contract are:

- a. (PC) any make, class and model of 486 PC and above. This includes all makes and models of OEM PC's manufactured within seven (7) years of the repair request date. Coverage is to include repair and replacement of all parts and components of the PC, including monitors, and keyboards, motherboards, ISA cards, PCI cards, CD-ROMs, DVD drives, CD-RW drives, floppy drives, power supplies, power cords and internal cables, etc. necessary to return the defective PC to operational, OEM equivalent, functional status.

b. (Laptop) any make, class and model of 486 PC Laptop, Notebook or portable and above. This includes all makes and models of OEM PC's manufactured within seven (7) years of the repair request date. Coverage is to include repair and replacement of all parts and components of the device including keyboards, motherboards, ISA cards, PCI cards, CD-ROMs, DVD drives, CD-RW drives, screens, floppy drives, power supplies, etc. necessary to return the defective PC to operational, OEM equivalent, functional status.

c. (BW Printer) any make, class and model of black and white desktop laser printer up to 26 Pages Per Minute, black and white or color (note: only about one in ten printers is currently color). This includes all makes and models of OEM black and white laser printers manufactured within seven (7) years of the repair request date. Coverage is to include repair and replacement of all parts and components of the device including power supplies, power cords and cables (less than 6 feet in length), necessary to return the defective unit to operational, OEM equivalent, functional status. All consumables such as toner cartridges are excluded from repair and replacement, however, maintenance kits, if necessary for repair, are not excluded.

d. (Color Printer) any make, class and model of color desktop laser printer up to 26 Pages Per Minute (note: only about one in ten State printers is currently color). This specification excludes disublimation and wax thermal color laser printers. This includes all makes and models of OEM color laser printers manufactured within seven (7) years of the repair request date. Coverage is to include repair and replacement of all parts and components of the device including power supplies, power cords and cables (less than 6 feet in length), necessary to return the defective unit to operational, OEM equivalent, functional status. All consumables such as toner cartridges are excluded from repair and replacement, however, maintenance kits, if necessary for repair, are not excluded.

3.1.2 Full Repair Service

Successfully rebooting the PC to operational and functional status, and printing acceptable test pages from the printer, are considered to be part of the services required by the contract.

Tasks include, but are not limited to, troubleshooting, diagnosing and repairing all PC (including monitor), Laptop or printer parts problems including but not limited to: monitor image problems, color fading or no screen image; PC or Laptop boot up problems, inaccessible or noisy hard drive, keyboards stuck or not working, noisy or bad fan, power supply failures, hard drive failures, failures of component cards, sound card, NIC, motherboard, I/O

cards, inaccessible or noisy floppy drive or CDROM drive etc.; printer problems such as drive failure, fuser problems, streaking, poor image quality, toner flakes, paper jams, paper creases or toner contamination etc.

Exclusions are: repairing Video capture Cards and Flat Panel Displays.

Repair service shall include removal of damaged components without damaging working components and replacing damaged components with new components. Repair service shall also include unlimited replacement parts, labor and delivery and all ancillary costs. The Contractor shall be responsible for all costs associated with parts acquisition, including parts acquired from the original OEM's or other suppliers.

3.1.3 PC Backups and Disk Removals

In the event of hard drive failure, the Contractor's Customer Engineer (CE) must attempt to recover useable data from hard disks to a backup media (supplied by the user) unless the user already has a current backup, or otherwise does not require backup. If a hard disk must be removed or replaced, data contained in the hard disk must be removed by the Contractor before the hard drive leaves the user area. If this cannot be performed, then the hard disk must be manually degaussed (demagnetized). The Contractor must inform the user that the hard drive will be erased. The Contractor is required to maintain Data Confidentiality under all circumstances.

3.1.4 Data Replacement

When returning a new hard drive (which must be formatted by the contractor) to the user, the Customer Engineer must attempt, at the User's request, to load the user software/data from original or copy disks onto the replacement hard drive and get the PC operational. The Contractor must not install any software that is not licensed to the State of New Jersey. Software and documentation must be with the user. If the user does not have the proper reload media, then Contractor is relieved from this duty.

3.1.5 Obsolete Equipment

The Contractor shall have no obligation to repair obsolete equipment in accordance with the following:

- a. The contractor delivers to the Agency written verification by the OEM that the OEM no longer manufactures the part or component needed, or, if the OEM no longer exists, the Contractor must deliver to the Agency an affidavit verifying that the OEM no longer exists; and
- b. The Contractor delivers to the Agency an affidavit verifying that no

third party vendor supplies said part or component;

c. The Contractor cannot substitute an equivalent functional part even if newer; and

d. The Agency determines that the conditions in the above paragraphs have been met.

3.1.6 Virus Checking

The State requires the Contractor, when providing repair service to a device or component that can be infected by a virus, to insure that the repaired unit is virus free prior to closing the service call. Verification will be accomplished by using any current version of anti-virus software agreed to by the State. The anti-virus software to be used will be at no cost to the State. All anti-virus software, after use, must be removed from the machine. Additionally, the Contractor must ensure that any media used for diagnosis or repair on a State PC is not virus infected. Any virus infections caused by the Contractor must be corrected by the Contractor at no cost to the State.

Note: In some cases the agency may have its own virus checking software, in which case the contractor may defer to the agency to use its own software, or if the agency provides its own software, the contractor should use it instead of contractor's own software.

3.1.7 CE Staffing

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

3.1.8 Continuous Repair Under Standard PPM Coverage

If a call is responded to during contracted hours, service must continue at no additional charge (other than the Service Credit Hourly charge) until the equipment is operational or two hours beyond the PPM have transpired, whichever is sooner. Based on the agency determination, service will thereafter either continue indefinitely until repairs are completed, as Per-Call service during non-PPM hours, or a CE will be dispatched for first call Next Day (during PPM),

to finish the initial call.

3.2 Parts Requirements

3.2.1 Replacement Parts

All parts installed in any equipment must have been originally manufactured for that equipment, by or for the OEM, or be an approved, certified equivalent. Deviations from the OEM's original or approved replacement part or revision level must be approved in writing by the OEM or the State before that part is installed in any State owned equipment. Only new parts and materials are permissible where replacement of parts and materials is required in accordance with the manufacturer's guidelines to effect the necessary repairs. Where such OEM or OEM equivalent replacement parts are unavailable, the Contractor may propose substitute brands provided such brands are equal or better than the ones replaced. The burden of establishing the interchangeability, suitability and quality of alternate or substitute replacement parts or materials lies with the Contractor; and he shall furnish at his own expense all applicable technical literature or documentation and information necessary or related thereto as required by the Using Agency. The using agency will review such information as may be provided by the Contractor with respect to the comparative quality and suitability of alternate or substitute equipment, parts or materials and the Using Agency's decision shall be final. In either case, the Contractor must inform the Using Agency of the quality and make of the replacement parts he is using.

Parts must be at or above the replaced part's current revision level. Only new or certified as new OEM or approved parts shall be used when replacement parts are required. All replacement parts used to repair a failed device must return that device to its original operating functionality, or better. All replacement parts used must be the equal or equivalent of the replaced part in function and quality, such as a 10 GB hard drive @ 7200 rpm must be replaced with a 10 GB hard drive @ 7200 rpm, or better.

All electrically powered components supplied to the State which are normally subject to Underwriters Laboratory (UL) review must have received a passed 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 Drug Part 1020.10, Sections A, B, C as they apply.

Non-compliant parts or components installed by the contractor, if discovered, will have to be replaced by the Contractor with OEM or approved parts, at no expense to the State. Continued use of non-acceptable parts will be cause for complaint and may be cause for contract cancellation.

The Contractor must also have sufficient parts depots/locations in order to provide parts to field CE's in a timely manner. Close proximity of depots/warehouses to New Jersey locations, or located in New Jersey, is preferred.

3.2.2 Warranty

The Contractor shall warrant all parts and components used to repair State equipment with a full one-year warranty for labor, repair and/or replacement, at no charge to the State. In no event will this warranty be less than a full year from date of repair.

3.2.3 Parts Stocking and Delivery

The Contractor shall coordinate with the agency site representative, and only with their concurrence, those parts necessary to be stored at a State site which have been identified as good candidates for local parts stocking based on the agency's inventory, industry failure trends, service history, or industry best guess estimates.

All non-stocked parts locally must be deliverable to the State by the beginning of the Next Business Day (i.e. by 8 a.m.) under normal conditions. The Contractor must not charge any fee, including Service Credit Hours, if the CE is not working on equipment. There shall be no charge for "wait" time.

Liquidated Damages will be charged to the Contractor for failure of parts to arrive onsite by the beginning of the Next Business Day (i.e. by 8 a.m.) See Section 5.17.1 for terms.

3.3 Dispatch Service

The Contractor shall furnish a central dispatch number to which the State will place all calls for service. The central dispatch office shall have a 365(6) day, 24-hour toll free telephone number for use by State designated personnel in placing all calls for service. The Contractor must ensure that sufficient telephone lines and personnel are in place in its central dispatch office to receive and respond to all calls for repairs placed by the State during the Principal Periods of Maintenance. Calls placed outside the Standard PPM must also be guaranteed adequate coverage.

The Contractor shall be responsible for determining if the call to the Contractor's Dispatch Center is for an item of equipment covered under the contract. The State shall not be responsible for any charges for service to equipment not so covered.

Verification by the contractor of receipt of repair or remedial maintenance

call, on line assistance and/or site call back, shall occur within fifteen (15) minutes from the time the State initiates the call. All response times will be measured from this initial fifteen minutes plus any time the CE (or Help Desk) is on the line to a State representative in trying to diagnose, understand or troubleshoot the problem before being dispatched. CE dispatch shall occur in time for the CE to meet the applicable onsite response time.

The Contractor's Central Dispatch Center is also responsible for logging in all calls, the Agency name (Dept. and Div.), the caller's name and phone number, the Agency address and directions if necessary, and any other data which will assist the Contractor in dispatching a properly trained CE to the correct State site. The State is not responsible for any costs incurred by the Contractor for improperly dispatching a CE, especially to a non-included state Agency.

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

- a. Problem tracking number or Ticket number (cross-referenced to the Agency's Problem Management System, where applicable);
- b. Agency name (Dept. and Div.) calling in for service;
- c. Name, location and phone number of State contact person;
- d. Make, model, serial number of equipment affected;
- e. Coverage (i.e. Standard PPM or Per-Call or 7x24)
- f. Description of malfunction or service;
- g. Date and time Contractor notified;
- h. Date and time of CE arrival onsite;
- i. Date and time equipment was determined to be operational and Functionally providing service, i.e. the date and time equipment was turned back to the State;
- j. Identification of the CE (or other single point-of-contact) responsible for performing maintenance/repair;
- k. Name, location and phone number of State contact person that certified that the equipment was repaired satisfactorily.

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

3.4 Record of Service

For each service call performed, the Contractor must prepare a written Record of Service. This record shall be available to the State at any time. Every Record of Service must be approved by Agency personnel upon close of the call.

At a minimum, the Record of Service must include:

- a. Problem tracking number or Ticket number (cross-referenced to the Agency's Problem Management System, where applicable);
- b. Agency (Dept. and Div.) responsible for the call;
- c. Name, location and phone number of State contact person-taking charge of the problem;
- d. Make, model, serial number of equipment affected;
- e. Coverage (i.e. Standard PPM or Per-Call or 7x24)
- f. Description of malfunction or service;
- g. Date and time Dispatch called;
- h. Date and time of CE arrival onsite;
- i. Date and time equipment was determined to be operational and functionally providing service;
- j. List of replaced parts, if any, by make, model part# or serial #;
- k. List of parts being used as replacements, including manufacturer name, model, part number, serial number and length of warranty;
- l. Identification of the CE (or other single point-of-contact) responsible for performing maintenance;
- m. Printed name and signature, location and phone number, of State contact person that certified that the equipment was repaired satisfactorily.

Each Record of Service is to be prepared onsite and a copy made available to the Agency upon request. Contractor must also keep the original for his records and for possible subsequent request for copies by the State.

3.5 Invalid Service Calls

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

3.6 State's Help Desks

In those instances where either a State Data Center or Agency Computing Center has its own Help Desk already in place, it is the Contractor's responsibility to coordinate with the Help Desks those common procedures and reporting mechanisms necessary to provide coordinated service. All calls shall come from State designated personnel. The Contractor may supplement Contractor's

Dispatch System with the Computing Center's call process, but Contractor is not relieved from providing all required information contained in this RFP as specified by content and times due, including reports, to the requesting Agency or to the State Contract Manager.

3.7 Service Levels and Response Times

3.7.1 Service Exclusions

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

3.7.2 Call Placement

The Contractor must coordinate with the agency placing the service call, the expected time of onsite arrival by the CE. Standard calls made by 2 p.m. shall be responded to on the same day unless deferred by the agency making the call. In those cases where the agency and the Contractor agree to defer a call until the next day, the CE must respond as First Call Onsite (i.e. as early as 8 a.m. or when the office opens) on the next business day

3.7.3 Service Response Times

The Contractor onsite service response time to all calls placed during the Standard PPM is two (2) hours or less. A Critical (i.e. expedited) call shall be responded to, onsite, within one (1) hour or less of call placement. The contractor may charge a one-time-charge for responding within one hour on a critical, expedited call.

Liquidated Damages will be charged to the Contractor for not meeting on-site response time requirements. See Section 5.17.2 for terms.

3.7.4 Escalation Procedure

After two hours of attempted repair, the CE making the repairs must consult with the Agency representative to determine scope of problem, estimated time to complete the repair, whether the call should be deferred to First Call next morning, or whether the Agency determines some other action, or stoppage, is needed. There shall be no charge for this consultation.

The Bidder shall establish, describe in detail and flowchart in his Bid, an escalation procedure by which the CE's assigned to perform critical hardware maintenance and repair will obtain technical and management assistance in problem determination and/or problem resolution if necessary to effect a timely repair of the device out of service. In addition to the local CE's, there must be advanced technical support available, which must also be identified in the proposal. Vendors must meet On-Site Response requirements as given elsewhere in this RFP. Based on time CE arrives on-site, equipment outages specified as highly serious which continue for four (4) hours are considered emergency in nature and must be escalated with full Contractor resources to resolve. Contractor must notify the user of what and when escalation is occurring.

3.8 Coverage Requirements

3.8.1 Principal Period of Maintenance

The standard Principal Period of Maintenance (PPM) for all equipment to be covered by this contract is Monday through Friday, 8 am to 5 pm.

3.8.2 Service Availability

The Contractor shall be capable of servicing a State request for service made during any time, seven days per week, twenty-four (24) hours per day, 365(6) days per year. In addition to the Standard PPM described herein, Bidder must bid costs for other PPM's as described and requested on Attachment "C," the Supplemental Price Sheet.

3.9 Service Contract Requirements

3.9.1 Service Contract Methodology

Agencies will make yearly estimates of the total number of Service Credit Hours they require for the upcoming annual period, by category. The minimum agency order will be twenty-five (25) Service Credit Hours, in any combination of categories. Vendors shall provide service based on the use of Service Credit Hours by the Agency. Treasury Division of Administration shall compile, by Agency, the total number of Service Credit Hours, by category of repair also, to be contracted for. Based on the contract Hourly Service Rate, per category, and by Agency, a spreadsheet shall be made showing all total hours to be assigned for the annual period. The Contractor shall then price the contract according to the spreadsheet totals and the rates, including discounts, established by this contract. This shall be the annual service Contract.

Agencies shall call the Contractor for service on their equipment during the Standard PPM. The Contractor shall render service according to Response Time and other stated requirements. Records shall be maintained by the Agency and

the Contractor of hours and half hour increments used, by category, by agency.

Agencies shall have the right of unlimited calls and service up to the amount of their credited Service Hours, according to their selected PPM, during the total contract period, and any extensions. Agencies can obtain more Credit Service Hours on a semi-annual basis. The minimum charge by the Contractor shall be one hour under all service calls, more, in half hour increments, only if longer service is needed.

The State has also devised an estimated Mean Time To Repair (MTTR) to be used as a guide by the Agency in allocating necessary Service Credit Hours for Contractor PC repairs. This guide will be used by the Agency in gauging the Contractor's performance and determining if the service level provided was adequate under the circumstances. The device MTTR for all four categories is one and a half-hours MTTR or less.

The Contractor shall prepare monthly written reports, by summary, based on the Record of Service (ROS), of Service Credit Hours used, by which Agency, category and when, on what equipment, and how many Service Credit Hours or parts thereof, remain. This report shall be distributed to the affected Agency and a compiled list to the Contract Manager. It shall be due on the first of every month. Individual ROS records must be available at any time during the contract period. Reports should be available by E-mail or in MS-Excel 97 format, or by Internet downloads. Treasury Division of Administration shall adjudicate all disputes or, if not successful, file a complaint with the Division of Purchase and Property's Contract Compliance and Administration Unit.

3.9.2 Modifying Principal Period of Maintenance Coverage

During the term of the contract resulting from this RFP, the State shall have the right to modify the PPM coverage by adjusting the Principal Period of Maintenance for any category of equipment covered under this contract and have the cost adjusted by the prorated hourly rate for that category of equipment, upon thirty (30) days written notice.

3.9.3 Contractor Staff Replacements

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

3.9.4 Invoicing

Beginning June 1st prior to each new Fiscal Year, the State shall prepare a tentative Annual Service Request, by Department, Agency, showing number of estimated Service Credit Hours by category to be charged for the upcoming fiscal year period. This Annual Service Request shall be verified by each participating agency prior to submission to the Contractor. On July 1st of each fiscal year, Contractor will render to the State a single invoice for the entire yearly total due the incoming fiscal year. This invoice will contain an Exhibit which will establish each affiliated State Agency's new Service Credit Hours, by category. Adjustments may occur up to the time of invoice submission. The invoice will be calculated using the bid prices established between the State and Contractor according to the terms and conditions established by this contract. The invoice data must also be presentable on 3.5" diskettes or E-Mail, in MS-Excel 5.0 or 97 format. The State will make payment for the annual total by September 30th, unless delayed due to unusual circumstances. All invoicing must fall within the State's current Fiscal Year period. NOTE: The first year of the contract may be delayed pending actual contract start, cutover, prorated billing, and invoicing records to be generated by the Contractor and verified by the State.

The State will accept additional discounts for payment (assuming correct invoice is presented) prior to September 30th, but for no earlier than August 20th. However, this remains the State's option under all circumstances.

Agencies are obligated to pay the Contractor directly when contracting for uplift (expedited calls); all invoices must be submitted to the Agency making the call.

3.9.5 Purchase, Transfer and Termination of Service Credit Hours

Once purchased, Service Credit Hours, for any category, are redeemable during any time of the total contract term, including extensions, if any. Additional Service Credit Hours can be purchased mid-year, at one time only, for implementation on January 1st. The smallest increment that can be purchased by any one Agency during this semi-annual period is twenty-five (25) Service Credit Hours, in any category combination. Otherwise, all pre-purchases will occur on July 1st, the beginning of the State's fiscal year. Invoicing and payment terms will follow the same guidelines given in section 3.9.4, due dates changed accordingly.

Service Credit Hours can be transferred between agencies but only if approved by the State Contract Manager with advance written notice to the Contractor and after a full accounting.

The use of Service Credit Hours will only be terminated at the end of the

contract and any extensions thereof. Individual Agencies with more than any category combination of five (5) or more remaining Service Credit Hours will be due a refund of the full amount, less the cost of five (5) Service Credit Hours in the lowest cost category. In any event, only cash refunds, by check, made out to "Treasurer, State of NJ" shall be issued by the Contractor, to the Division of Administration, within thirty (30) days of written demand.

3.9.6 Per-Call Terms

Equipment repaired but not covered by Service Credit Hours shall be chargeable for parts replacement and labor under Per-Call rates. The Agency Site Supervisor shall be alerted prior to the start of any repairs that a particular agency has "run out of Service Credit Hours" and will incur Per-Call charges if the work is approved for commencement. The State is not responsible to the Contractor if the Contractor performs work for the Agency which the Agency believes is being done under the Service Credit Hourly methodology. It is up to the Contractor to maintain accurate records, by Agency, of contracted hourly credits and their usage. Please call the State Contract Manager when Service Credit Hours seem to be running low, or if there is any cause for dispute.

Parts shall be charged at the price contained in the contract (i.e. against parts prices contained in Bidder's Parts Catalogs) less any discount. Equipment repairs under Per-Call Terms for labor charges shall only be charged for labor for the time of repair only and shall not be charged for multiple hourly minimums, per diem, travel, parts wait time, or any other charges, per the All-inclusive Hourly Rate established by the contract. In all cases, charges for Per-Call services are to be billed directly to the Agency incurring the charge and not to Treasury Division of Administration. It is the Contractor's responsibility to obtain all necessary and correct billing information from the Agency involved.

3.9.7 Recurrence of Malfunction

Remedial maintenance required within a forty-eight (48) hour period due to a recurrence of the same or related malfunction, regardless of whether repair or maintenance was performed during PPM or not, shall not be charged again.

3.9.8 Agency Enrollment

Any State Agency not initially included in this contract may be added during the term, by making request to the State Contract Manager. If added, Contractor agrees to provide services at the terms and rates specified in the contract. Participation is at the sole discretion of the State and will be offered only under the State's contract conditions.

3.9.9 Service Work Evaluation

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

3.9.10 Contractor Liaison

The Contractor shall designate a liaison to the State for general issues regarding equipment repairs across all agencies and sites, and for all contract matters. All problems between an agency and the Contractor are to be referred to the Contractor's Liaison first, and then to the State's Contract Manager for attempted problem resolution. All contract deliverables such as service histories, inventories, billing questions etc. are to come through the Contractor's Liaison and then to the State's Contract Manager. Any issues, concerns, plans or other items of mutual interest concerning the contract, will be handled through the State's Contract Manager and the Contractor's Liaison solely according to the State's established regulations and procedures. The designated Contractor's Liaison shall have a minimum of two (2) years administrative and service experience handling a contract or contracts of similar size and scope to this RFP. The Liaison's levels of responsibility shall have included: management of services and/or service contracts for PC's and related peripherals; and proven oral and written communication skills for all levels of management.

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

3.9.11 Certification

The Contractor shall, upon termination of this contract, certify to the State that all equipment which received maintenance and repair services under this contract is fully functional and meets all OEM specifications. The Contractor must also certify that all equipment which received repair service is eligible for and meets all requirements necessary to be returned to OEM maintenance coverage. This certification will be done at no expense to the State. The State requires that a Certification letter be forwarded to the Contract Manager within thirty (30) days after contract termination. This Certification is waived, by device, if the State has modified the equipment or installed third party components not meeting OEM specifications.

3.9.12 Usage Reporting

The Contractor shall also devise a centralized method of tracking used and unused Service Credit Hours, by Agency, which is available to the participating Agencies and the State Contract Manager on a weekly basis. This system may be available by phone, fax, report or via the Internet.

3.10 Value Added Support Services

The following services shall be considered as part of the contract and made available to State. The State will arrange for Statements of Work to be completed at the time services are requested. The State will evaluate the services based on their application to the State's needs. Areas of interest include services such as:

- a. Equipment Relocation;
- b. Equipment Reconfiguration;
- c. Equipment Installation;
- d. Planning services, which will improve repair service, reduce costs, etc.

The Bidder shall provide, on a separate page(s), prices and rates in his bid for the above-mentioned services and any others proposed.

3.10.1 Relocation Services

Contractor shall provide relocation services, at the request of the State, when one or more pieces of the State's equipment must be moved from one site to another. Relocation includes parking the hard drive (if necessary), uncabing the equipment, providing all packing materials, packing the equipment, drayage, transporting the equipment to the assigned place, unpacking the equipment, installing the equipment, fabricating and providing the State with any cables of less than six (6) feet in length and testing the equipment for operability. The value of paid Service Credit Hours may be applied toward such service.

Liquidated Damages shall be paid by the Contractor in the amount it would cost the State to acquire a new, functionally equivalent replacement device(s) if 1) the State's equipment is damaged by or through the fault or negligence of the Contractor or Contractor's agents, during the relocation and said equipment cannot be repaired, and/or 2) for late delivery. See Section 5.17.3 for terms.

3.10.2 Reconfiguration Services

Contractor may provide reconfiguration services, at the request of the State. Reconfiguration includes but is not limited to configuring device setups, configuring communications, networks, LANS, installing updated system software, installing network adapter cards or memory, modification of software to communicate with the system, configuration of data paths, configuration of device sharing, checks on the interrupt structure, and any other type of reconfiguration required to make the device fully functional to the end user. The State may interview Contractor's proposed staff, their resumes and work experience, before work is begun. The State may reject unqualified candidates. The value of paid Service Credit Hours may be applied toward such service.

3.10.3 Installation Services

Contractor may provide installation services, at the request of the State. Installation of PC's includes uncrating and assembly of all components, and for printers, installing toner cartridge and cabling to a PC. Successful installation means attesting to all functions working normally and meeting the OEM specifications for operation. On PC's, systems must boot properly to the Operating System (OS) and all components must be recognizable by the OS; memory, CPU and other internal components must all function according to OEM specifications. Related LAN, network, e-mail and Internet configurations and connections may also be requested by the agency. Printers must function properly in all print modes and provide an acceptable test print. PC's and printers, if installed together, shall be connected and tested for proper PC output to the printer. The Contractor is not responsible for providing cables. The Contractor is responsible for installing State licensed software if requested by, and provided by, the Agency. The Contractor is not expected to prepare the space where the equipment will be installed; all electrical and data sources will be provided by the Agency. The State may interview Contractor's proposed staff, their resumes and work experience, before work is begun. The State may reject unqualified candidates. The value of paid Service Credit Hours may be applied toward such service.

The Contractor shall pay in the amount it would cost the State to acquire a new, functionally equivalent replacement device(s) if the State's equipment is damaged by or through the fault or negligence of the Contractor or Contractor's

agents during the installation and said equipment cannot be repaired by contractor.

3.10.4 Per-Call Parts

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

3.11 Definitions of Service Terms

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

3.11.2 CE: Customer Engineer properly trained to maintain and repair each piece of equipment assigned.

3.11.3 Central Dispatch Center: A center or system provided at Contractor's location and utilizing a toll free phone number, where all calls for hardware/software repairs and services will be reported by State personnel.

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

3.11.5 Equipment: An all-inclusive term that refers to individual machine(s) and its associated features, as defined herein and listed in this RFP. Synonymous with Hardware. IMPORTANT NOTE: All equipment listed in this RFP have mandatory, prerequisite, or base features necessary for equipment operation, even though the individual features are not themselves listed. Example: A PC 486 machine has a mother board, hard drive, possibly CD-ROM drive or Zip drive, floppy drive etc. Bidders should take this into consideration in their bid pricing.

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

3.11.7 Equipment Failure Downtime: Period of time in hours and whole minutes when equipment is not fully functional for the State. Fully functional is defined as having all functions and capabilities of the equipment restored to

complete working order. This shall include equipment or media failure, and such time required to perform remedial maintenance and restore the equipment, system or media to a productive mode.

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

3.11.9 Hardware: All the equipment or features to be repaired.

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

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

3.11.12 PPM (Principal Period of Maintenance): The period of Maintenance (Repair) Coverage required for equipment listed in this RFP.

3.11.13 Remedial Maintenance: Maintenance to be performed by the Contractor that results from equipment failure and is performed as required to restore the product to the manufacturer's original functional specifications.

3.11.14 Repair: Applies to all hardware and is defined as all parts and labor required to restore the product to the manufacturer's original functional specifications.

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

3.11.16 ROS (Record of Service)

A document completed by the CE at the repair site detailing the actions of the repair, times, and those involved.

3.11.17 Service Credit Hour: One hour of service time on the appropriate category device, regardless of site location (within New Jersey), inclusive of all parts and labor charges as defined within this RFP.

3.11.18 Site: The location designated by the State where each unit of

equipment is situated including Data Centers, Computing Centers and Remote Locations, or offices throughout New Jersey.

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

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 General

The Bidder's bid proposal submitted in response to this RFP is the State's primary vehicle for obtaining essential information and is the basis on which Contract award decisions are based.

Each Bidder is cautioned that its failure to submit the information as required may result in a determination that the Bidder's proposal is non-responsive to RFP requirements. Any qualifying statements by the Bidder which effect change(s) to the Division of Purchase and Property's Standard Terms and Conditions, Special Terms and Conditions, Specifications or other RFP requirements may cause the Bidder's bid proposal submitted in response to this RFP to be regarded as non-responsive. Consequently, the Bidder's eligibility for Contract award may be jeopardized. The Bidder is strongly encouraged not to take any such exception.

Each Bidder may make use of any opportunity provided in this RFP to question or take issue with the Division of Purchase and Property's Standard Terms and Conditions, Special Contractual Terms and Conditions, Specifications, Scope of Work or any other portion of the State's RFP.

Such issues are best raised early in the solicitation process so that they may be addressed and answered by the State well in advance of the bid opening date. It is best NOT to first raise such issues upon submission of your bid proposal.

If a Bidder is compelled to take exception to any part of the State's RFP, including any RFP addenda, the exception should be detailed in a cover letter to the bid proposal submitted in response to this RFP and must cross reference the applicable RFP page and section reference number. If no exceptions are taken, then state so in your response.

All instructions contained in the RFP should be met to qualify for consideration for award. Proposals that do not meet or comply with all instructions may be considered non-responsive.

The information required to be submitted in the Bidder's bid proposal submitted in response to this RFP has been determined by the Using Agency and the Purchase Bureau to be essential for use by the State in the bid evaluation and

Contract award process. The Director will use this information as a basis for her or his determination on Contract award(s).

Each Bidder is given wide latitude in the degree of detail it may offer or the extent to which they reveal plans, designs, systems, processes and procedures. Each Bidder is cautioned that insufficient descriptions could result in a determination that its proposal is non-responsive or, if applicable, may result in a low technical score being given to the proposal.

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

Bidders must include in their Response statements describing their ability to meet or exceed the requirements herein. All requirements stated in this RFP must be responded to by Bidder and must be contained in Bidder's response to this RFP. 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 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 proposal will lead to successful contract completion.

4.2 Proposal Delivery and Identification

It is the responsibility of the Bidder to clearly and properly identify and label its bid proposal submitted in response to this RFP to aid the Purchase Bureau in properly handling the bid. The exterior of the bid submission package should be clearly labeled. The labeling should include the solicitation number, correct FINAL bid opening date, buyer's name and the official solicitation name. Each Bidder should anticipate potential delivery delays by allowing adequate time for hand, postal, courier or delivery services.

4.3 Number of Bid Proposals to be Submitted in Response to this RFP

Each Bidder must submit one (1) complete ORIGINAL bid proposal clearly marked as the "ORIGINAL" bid proposal submitted in response to this RFP. Each Bidder should submit six (6) full, complete and exact copies of the original. It is suggested that the Bidder make and retain a full copy of its full and completed original bid proposal submitted in response to this RFP for its records.

4.4 Proposal Format and Content

The proposal should be submitted in one volume (where practical) and that volume divided into four (4), easily identified sections as follows: Technical Proposal, Organizational Support and Experience, and Cost.

Bidders are encouraged to submit their bid proposals using recycled products whenever possible and in a manner designed to facilitate later recycling of the contents. Bidders are encouraged to use 25% recycled content paper when submitting their bids. Please submit your proposals using pages with double sided print, 3-ring binders with dividers whenever possible.

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 accompanying the bid. Failure to do so will preclude the award of the contract.

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.

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.

4.4.2 Section 2 - Technical Proposal

This section shall describe the Bidder's approach and plans for accomplishing the work outlined in the Scope of Work Section 3.0. Those plans and approaches should be described in sufficient detail to permit the State to evaluate them fairly and with a minimum of possible misinterpretation. Furthermore, the Bidder should demonstrate and describe the effort, skills and understanding of the Contract necessary to satisfactorily complete the Contract. Bidders should follow point by point from the RFP. Failure to do so may result in a lower evaluation of the proposal.

****Please note that Attachments A and B should be listed at the end of this section. ****

This section of the proposal should contain at least the following information:

4.4.2.1 Management Overview

This section of the Bidder's bid proposal submitted in response to this RFP will set forth the Bidder's overall technical approach and plans to meet the requirements of the RFP in narrative format. The contents of this narrative should be designed to convince the State that the Bidder understands the objectives that the Contract is intended to meet, the nature of the required work and 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, sub-tasks or other work elements involved.

4.4.2.2 RESERVED

4.4.2.3 Contract Management, Scheduling and Control

4.4.2.3.1 Bidder's Contract Management

The Bidder will describe the firm's general approach to managing the Contract. This section will include the Bidder's specific plans to manage, control and supervise the Contract to ensure satisfactory Contract completion according to the required schedule. The plan will also include Bidder's approach to liaison with the State's Contract Manager including Contract coordination, status meetings, status reports, etc.

4.4.2.3.2 RESERVED

4.4.2.4 Gear-Up And Implementation Plan

It is essential that the State move forward quickly to have this Contract in place. Therefore, the plan should assume a gearup and implementation period beginning with the date of notification to award Contract of thirty (30) days or less. The Bidder should submit with its bid proposal a detailed gear-up and implementation plan that should include at least the following elements:

A detailed timetable for the gear-up and implementation period of thirty (30) days or less is required. This timetable should be designed to demonstrate to the State how the Bidder will have the Contract up and fully operational within the gear-up period of thirty (30) days or less required from date of notification of award.

The Bidder's plan for assignment of the Contractor's Liaison, key management and supervisory or on-site supervisor(s).

The Bidder's plan for the deployment and use of the Bidder's key management and supervisory personnel during the gear-up and implementation period. The plan

should show all management and supervisory personnel that will be assigned to manage, supervise and monitor the Bidder's gear-up and implementation of this Contract within the period of thirty (30) days or less is required.

NOTE: The Bidder should clearly identify management, supervisory or other staff that will be assigned ONLY during the gear-up and implementation period.

The Bidder should submit a plan for the use of Subcontractor(s), if any, on this Contract. Emphasis should be on how any Subcontractor used will be involved in the gear-up and implementation plan.

4.4.2.5 Potential Problems

This section of the Bidder's proposal should set forth a summary of problems that the Bidder anticipates during the completion of the Contract. For each problem identified, the Bidder should provide the Bidder's proposed solution to that problem.

4.4.2.6 Technical Responses

All sections of the Scope of Work must be addressed. Please address them in the order they appear in the RFP. The following sections must also be responded to in order for the Evaluation Committee to evaluate your bid. Answer each section fully. Refer back to the section noted.

4.4.2.6.1 Technical Requirement 3.1.6

State the make and version of virus-checking software you will be using on the State's equipment. State how often the virus-checking software will be updated before being used on State equipment.

4.4.2.6.2 Technical Requirement 3.2.1

Bidder must include detailed information supporting his ability to provide necessary replacements parts, including parts depot locations, parts delivery procedures, type and quantity of parts on hand, parts stocking and restocking and any other parts plans. Bidder must describe their ability to ensure that all parts will be the latest revision and must guarantee parts compatibility. Bidder must certify in his bid that he has access to guaranteed new parts for the general type of equipment specified in the State's requirements. Bidder must submit a detailed plan describing the acquisition of all OEM or approved parts that are not stocked locally for both State replenishment and emergency delivery.

4.4.2.6.3 Technical Requirement 3.2.3

Describe the current and proposed procedures you will follow in the event a required part is out of stock locally and/or unavailable to the CE performing the maintenance/repair service. Describe how your service organization will comply with the requirement to have parts on site within six (6) hours. The Bidder must also include a description of his internal "expedite" procedure, including names of transport services used, and include a flowchart of the same with this bid.

4.4.2.6.4 Technical Requirement 3.3

Describe in detail how your Dispatch Center will handle incoming calls. Also describe in detail how your Dispatch Center relays calls and dispatches CE's or other support staff. Provide the following statistics: Average length of time a customer is on hold; percent of calls placed on hold versus initially reaching a Dispatch Representative; and, Average Length of all calls. It's desirable that the Contractor offers to the State online access to the Contractor's Dispatch Center so that the State can follow-up directly and get status of open calls at any time, at no additional cost to the State. The Bidder shall describe in his bid all aspects of Bidder's Central Dispatch Center, including location, phone #, staffing, hours, procedures used etc. Bidder must also include a summary of information on Attachment "A:" Section Five: Customer Support.

4.4.2.6.5 Technical Requirement 3.7.4

Describe in detail and flowchart your Escalation Procedure. Describe by title and experience all advanced or supplemental advisory or technical support staff or resources available to support field Customer Engineers in diagnosing problems and making repairs.

Include activities, times and persons to be contacted in the event of escalation. The Bidder must also describe any arrangements with the OEM, or the process that the Bidder will follow, in the event that the OEM has to be called for repair assistance. Bidder must also complete Attachment "A:" Section four, OEM Relationships.

4.4.2.6.6 Technical Requirement 3.10

For each service listed by the Bidder, the following information must be provided to assist the State's evaluation: a. detailed description of the functions, capabilities, and availability of the service including scope and delivery of benefits; b. the published cost of the service, less State discounts; c. references of current customers who use the services. Bidder must use this section to present to the State any alternate plans, including alternate fixed rate service plans, discount plans, technology replacement

plans, upgrade plans or any other service plan alternatives. Note: use of terms such as "Will provide pricing upon request" or "Prices are negotiable" etc. will be cause for disregarding the correlating services offered. Firm, fixed pricing must be given in order to be evaluated and accepted for award.

4.4.3 Section 3 - Organizational Support, Experience, and Qualifications

This section should contain all pertinent information relating to the Bidder's organization, personnel, and experience, including, but not limited to, references, together with contact name and telephone number that will serve to demonstrate the Bidder's qualifications, and capabilities to perform the services required by the RFP.

This section should contain at least the following information:

4.4.3.1 The location of the Bidder's office that will be responsible for managing this Contract. The Bidder should include telephone number and individual to contact. Complete Attachment "A" Section One: Company Profile.

4.4.3.2 A Contract organization chart, with names, showing the individuals (including Subcontractor's personnel) to be available to the Contract, in any capacity, whether primary or secondary. The chart should include the labor category and title of each individual.

4.4.3.3 An organization chart showing the bidding firm's entire organizational structure. This chart will show the relationship of the individuals assigned to this Contract to the Bidder's overall organizational structure.

4.4.3.4 A comprehensive list of all personnel to be assigned to the Contract or available to be called in to support this contract. This list will identify the labor category of each individual assigned or available and provide a summary of each individual's function and role on the Contract. The Bidder may also list back-up staff that may be called upon to assist or replace or assist primary individuals assigned. Back-up staff must be clearly identified as back-up. Complete Attachment "B" Staffing Summary.

4.4.3.5 A detailed resume must be submitted for each manager, supervisor, key personnel and Customer Engineer assignable to the Contract, as identified on the Contract organization chart and the comprehensive list of personnel. Resumes should be structured to emphasize relevant qualifications and experience of the individuals assigned in successfully completing Contracts of a similar size and Scope to those required by this RFP. Resumes should clearly identify previous experience in completing similar Contracts. 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 the successfully providing the services required by this RFP.

Bidder and subcontractors must provide detailed resumes of all staff who will or may provide the services required in this RFP. Detailed Resumes, to be included with the proposal, must include the following:

- a. Employee Name (or reference number), Title and number of years with the company,
- b. Description of their position and experience, at least during the last two years,
- c. Highest level of formal education attained,
- d. Description of technical courses passed, including those within the company, and Technical Certificates held,
- e. MANUFACTURER AND MODEL/TYPE OF EQUIPMENT QUALIFIED TO REPAIR (THIS IS VERY IMPORTANT).

Note: if reference numbers are used for the RFP response in lieu of employee name, names must be correlated and provided to the State by the Contractor upon contract start. Thereafter, employee names will be used during the course of the contract.

Resumes must clearly identify those personnel to be available to the State versus those personnel whom are in a secondary, advisory, or escalated service capacity. Explain what on-going training courses, and frequency, your company provides its CE's and technicians. Staff included in the bid will be assumed to be employees of the Bidder. If Bidder is including subcontractors, then each subcontractor staff must be identified and will be considered separately for purposes of proposal evaluation and contract award. Should there be a change in the personnel identified at the contract award, or during the term of the contract, the vendor must submit all new or revised resumes and technical certifications for the State's approval at least two weeks before the change takes place.

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

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

Bidders must complete a summary of all staff on Attachment A: Section two: Employee Profile. If using sub-contractors, complete forms for them as well.

4.4.3.6 RESERVED

4.4.3.7 Experience of Bidding Firm on Contracts of Similar Size and Scope

The Bidder must provide a comprehensive listing of Contracts of a similar size and Scope that have been successfully completed by the bidding firm as documentation of the firm's ability to successfully undertake and provide the services required by this RFP. Emphasis should be placed on Contracts that are very similar in size and Scope to those required by this RFP. A description of the Contract should be included and should show how the Contract relates to the ability of the firm to complete the services required by this RFP. For each reference provided the Bidder should include the name and address of the firm referenced together with a person to contact for a reference check, and that person's telephone number. Three (3) such references are requested for each category bid. Beginning and ending dates should be given for each engagement. Those bidders submitting three or more references per category will be looked upon more favorably during evaluation.

4.4.3.8 Financial Capability of the Bidder

Bidder should provide proof of the firm's financial capacity and capabilities to undertake and successfully complete the Contract. A financial statement for the most recent fiscal year is acceptable. SEC Form 10K is preferable. Annual Reports may be sufficient. Current bank reference(s) are also acceptable in addition to other reports. The State reserves the right to check other sources, such as Dun & Bradstreet.

4.4.3.9 Information on Subcontractors (if applicable)

The Bidder will comply with requirements of RFP Section 3.11 of the Division of Purchase and Property's Standard Terms and Conditions concerning subcontracting. In addition, the Bidder should supply the following detailed information concerning any Subcontractors proposed as part of the Contract team or to be used during the completion on the Contract:

4.4.3.9.1 Name and Address of Subcontractor(s) must be stated on Attachment "A" Section One: Subcontractors, along with other required information.

4.4.3.9.2 Detailed description of services to be provided by the Subcontractor.

4.4.3.9.3 Detailed resumes for Subcontractor personnel (Customer Engineers) assigned to the Contract that demonstrate the individuals' knowledge, ability and experience relevant to the Contract to be completed.

4.4.3.9.4 Documented experience of the Subcontractor in successfully

performing work on Contracts of a similar size and Scope to that required by this RFP.

4.4.3.9.5 Financial Capability of the Subcontractor

Bidder should provide proof of the firm's financial capacity and capabilities to undertake and successfully complete the Contract. A financial statement for the most recent fiscal year is acceptable. SEC Form 10K is preferable. Annual Reports may be sufficient. Current bank reference(s) are acceptable in addition to other reports. The State reserves the right to check other sources, such as Dun & Bradstreet.

4.4.3.10 Attachments

Include all copies of completed Attachments for "A" and "B" at the end of this section. These documents are summaries of your bid and should correspond to the details contained in your Technical Proposal, Organizational Support, Experience, and Qualifications sections.

4.4.4 Section 4 - Cost Proposal

4.4.4.1 Each Bidder shall submit its prices according to the attached pricing sheets (Attachment "C") and the Bid Price Sheet (page 13). Failure to submit all information requested will result in your bid being considered non-responsive. Each Bidder is requested to hold its prices firm for a minimum of ninety (90) days so that an award can be made.

4.4.4.2 Expendables and consumables, including power battery packs for Laptops (not power supplies), accessories and PCMCIA cards, toner cartridges etc. are not to be included in any costing methodology. All consumables remain the responsibility of the Agency.

4.4.4.3 All Costs

All costs of repair service (except Per-Call) must include unlimited service calls (up to the number of Service Credit Hours) during the Principal Period of Maintenance or other contracted periods of coverage, as defined in this proposal and must be All-Inclusive Firm, Fixed Prices.

4.4.4.4 Price Decreases

The State shall receive the benefit of any price decreases immediately. See also section 4.1 of the State's Standard Terms and Conditions.

4.4.4.5 Bidder's Cost Section.

The purpose of this Bid is to improve service and continually improve or decrease the State's current estimated expenditures for the RFP required services. The State's FY00 estimated expenditures for similar service, statewide, is \$ 275,000.00.

IN ORDER TO BE CONSIDERED FOR AN AWARD, BIDDERS MUST BID ON ALL REPAIR CATEGORIES OF PC'S, LAPTOPS, (BOTH) LASER PRINTERS ETC. SPECIFIED HEREIN. SUBMITTED BIDS WHICH DO NOT DO SO (i.e. bid rates for all categories) WILL BE DISREGARDED AND NO LONGER CONSIDERED.

Bidders must complete ALL the Bid Price Sheet lines included with the RFP (lines 1-5, 8 and 9, plus Attachment C), even if entering N/B ("No Bid"). The Bidder must bid the entire RFP Bid Price Sheet(s). Note: Bid pricing for Service Credit Hourly Rates must be the All-inclusive, Loaded, Firm, Fixed Price.

Bidders must also include supplementary bid pricing as requested on Attachment "C," the Supplemental Price Sheet. Bidders must include percentage increases for 7 x 24 service coverage, by category. Bidders must also include a parts catalog(s) name, number and date, and percentage of discount off the parts list(s) named. Bidders must also include a One Time Charge (OTC), if any, for expediting (uplifting) a Standard two (2) hour onsite response time call to a one (1) hour Critical onsite response time call. If fields are left blank it will be the same as bidding no additional cost.

Do not submit catalogs with your bid.

5.0 CONTRACTUAL TERMS & CONDITIONS

5.1 Precedence of Contractual Terms and Conditions.

The contract shall consist of this RFP, addendum to this RFP, the contractors bid proposal as accepted by the State and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Standard Terms and Conditions take precedence over the Special Terms and Conditions.

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 Performance Bond

This section supplements Section 3.3b of the Standard Terms and Conditions. A performance bond is required. The amount of the performance bond is noted on the RFP Cover Sheet. The performance bond must be posted within 30 days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extensions thereof.

5.3 Foreign (Out of State) Corporations

All foreign corporations receiving a notice of contract award shall be afforded seven (7) days thereafter to register with the Division of Revenue.

5.4 Contract Term and Extension Option

The term of the contract shall be for three (3) years. The anticipated "Contract Effective Date" is provided on the Cover Sheet 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 twelve month periods, for up to two years, by mutual written consent of the Contractor and the Director.

5.5 Contract Transition

In the event services end by either by 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 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's 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 section will serve to supplement and not to supersede Section 3.11 of the Standard Terms and Conditions.

If it becomes necessary for the contractor to substitute and/or add a

subcontractor, the contractor will identify the 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.

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 prior written consent from the Director.

5.15 Licenses and Permits

The Contractor shall obtain and maintain in force and effect all required licenses, permits, and authorizations necessary to perform this Contract. The Contractor shall supply the State's 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

The following shall govern claims made by the contractor regarding contract award rescission, contract interpretation, contractor performance and/or suspension or termination.

Final decisions concerning all disputes relating to contract award rescission, contract interpretation, contractor performance and/or contract reduction, suspension or termination are to be made in a manner consistent with N.J.A.C. 17:12-1.1, et seq. The Director's final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

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. However, any claim against the State relating to a final decision by the Director regarding contract award rescission, contract interpretation, contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A. 59:8-8 and N.J.S.A. 59:13-5 shall not commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey if appealed) that such final decision by the Director was improper.

5.16.2 Remedies

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

5.17 Liquidated Damages

5.17.1 Liquidated Damages for Late Delivery of Parts

Liquidated Damages will be charged to the Contractor for failure of parts to arrive onsite by the beginning of the Next Business Day (i.e. by 8 a.m.) These Liquidated Damages shall be paid directly to the Using Agency who initiated the call. Both the State's Contract Manager and the Contractor's Liaison shall keep records of all such occurrences. Contractor's records and calculations will be used, and verified by the State. Continued missed parts delivery times shall be cause for Complaint and possible cancellation for cause. The using Agency with the concurrence of the State Contract Manager may waive any and all charges at its discretion. The charges shall be calculated at the rate of \$12.00 per hour or part thereof, until receipt of parts at the agency location. All charges are cumulative. Such sum shall be treated as Liquidated Damages and not as a penalty.

The Contractor is responsible for providing the information and calculating Liquidated Damages. The Agency is responsible for verifying that the information and the calculations are correct. Liquidated Damages will be paid by the Contractor monthly and submitted to the appropriate State Agency in the form of a check. The State also reserves the right to deduct the amount of Liquidated Damages from the amounts due the Contractor.

No Liquidated Damages will be applied if the delay is caused by the State. No Liquidated damages will be applied if the call is placed outside the device PPM for service to be performed outside the PPM. The Contractor shall not be liable for Liquidated Damages when delays arise out of causes beyond the control and without the fault or the negligence of the Contractor. Such causes may include acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but in every case the

delays must be beyond the control and without the fault or negligence of the Contractor. Normal traffic delays are not cause for exemption. Contractor must use all available means to comply even if alternative methods must be used.

5.17.2 Liquidated Damages for Not Meeting Onsite Response Times

Liquidated Damages will be charged to the Contractor for not meeting on-site response time requirements given in Section 3.7.3. These liquidated damages shall be paid by the Contractor directly to the Using Agency whose response time isn't met. Both the State's Contract Administrator and Contractor shall keep records of all such occurrences. Contractor's records and calculations will be used, and verified by the State. Continued missed response times shall be cause for Complaint(s) and possible contract cancellation for cause, with 30 days notice. The payment scale is as follows:

1. Critical calls (i.e. expedited calls) each PPM hour late (after 1 hour) or portion thereof: \$12.00 an hour until the CE arrives onsite; in addition, there will be no payment of the expedited one time charge;
2. Standard calls, each PPM hour late (after 2 hours) or portion thereof: \$12.00 an hour or part thereof until the CE arrives onsite.

All charges are cumulative. Such sum shall be treated as Liquidated Damages and not as a penalty. The State agency affected with the concurrence of the State Contract Manager may, waive any and all Liquidated Damages, at its discretion.

The Contractor is responsible for providing the information and calculating Liquidated Damages. The Agency is responsible for verifying that the information and the calculations are correct. Liquidated Damages will be paid by the Contractor monthly and submitted to the appropriate State Agency or governmental entity in the form of a check. The State also reserves the right to deduct the amount of Liquidated Damages from the amounts due the Contractor. A monthly summary report by Agency must be sent to the State's Contract Manager.

No Liquidated Damages will be applied if the delay is caused by the State. No Liquidated damages will be applied if the call is placed outside the device PPM for service to be performed outside the PPM. The Contractor shall not be liable for Liquidated Damages when delays arise out of causes beyond the control and without the fault or the negligence of the Contractor. Such causes may include acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor. Normal traffic delays are not cause for exemption. Contractor must use all available means to comply even if alternative methods must be used.

5.17.3 Damages for Equipment Damage and Late Relocation

Actual damages shall be paid by the Contractor in the amount it would cost the State to acquire a new, functionally equivalent replacement device(s) if the State's equipment is damaged by or through the fault or negligence of the Contractor or Contractor's agents, during the relocation and said equipment cannot be repaired. See Section 3.10.1 for requirements. In all cases the relocated equipment must be operationally approved before payment is made to the Contractor for the service. If damaged equipment is not able to meet operational standards, then the Contractor agrees to repair said equipment at the expense of Contractor, or replace the equipment.

Liquidated damages for damaged, unrepaired or non-replaced equipment shall be paid by the Contractor in the amount of 10% of the total amount due for the relocation for each day that operational acceptance of the equipment was delayed due to the fault or negligence of the Contractor. The State Agency affected with the concurrence with the State Contract Contractor may waive any and all Liquidated Damages at its own discretion.

Liquidated damages shall be paid by the Contractor in the amount of 10% of the total amount due for the relocation for each day that relocation was delayed due to the fault or negligence of the Contractor. Such sum shall be treated as Liquidated Damages and not as a penalty. The State Agency affected with the State Contract Manager may waive any and all Liquidated Damages at its discretion.

No Liquidated Damages will be applied if the delay is caused by the State. The Contractor shall not be liable for Liquidated Damages when delays arise out of causes beyond the control and without the fault or the negligence of the Contractor. Such causes may include acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor. Normal traffic delays are not cause for exemption. Contractor must use all available means to comply even if alternative methods must be used.

5.18 Reserved

5.19 Reserved

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 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 done without the Director's written approval.

5.23 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.

Payment to Contractor - Optional Method

The State of New Jersey now offers State contractors the opportunity to be paid through the VISA 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 VISA card. Additional information can be obtained from banks or

merchant service companies.

5.24 Year 2000 Compliance

The following requirements will be part of all contracts resulting from the bid proposal submitted in response to this RFP.

5.24.1 Definitions Specific to Year 2000

Date Data - Shall mean any data or input which includes an indication of or reference to date.

Four Digit Year Format - format that allows entry or processing of four-digit year date: the first two digits will designate the century and the second two digits shall designate the year within the century. As example, 1996 shall mean 96th year of the 20th century.

Leap Year - The year during which an extra day is added in February (February 29th). Leap Year occurs in all years divisible by 400 or evenly divisible by 4 and not evenly divisible by 100. For example, 1996 is a Leap Year since it is divisible by 4 and not evenly divisible by 100. 2000 is Leap Year since it is divisible by 400.

Year 2000 Compliant - The data outside the range of 1990-1999 will be correctly processed, either on-line or batch processing, in any level of computer hardware or software including, but not limited to, microcode, firmware, application programs, files and databases.

Products - Include, but are not limited to, any hardware, software, firmware, microcode or integrated systems developed, customized, supplied or supported by the contractor.

5.24.2 Contractor represents and warrants that all hardware and software products (Products) and/or integrated data processing systems which are supplied to the State by the contractor under this agreement are designed and intended to be used prior to, during, and after the calendar year 2000.

Contractor further represents and warrants that all such Products and/or integrated data processing systems individually and in combination, will operate during each such time period without error relating to date data, specifically including, but not limited to any error resulting from, relating to, or the product of, date data which represents or references different centuries or more than one century and any errors resulting from or relating to calculations, processing or sequencing employing date data. Contractor further represents and warrants that none of the Products and/or integrated data processing systems uses proprietary table calculations in resolving year 2000 date data values.

5.24.3 Without limiting the foregoing in any manner, contractor further represents and warrants:

5.24.3.1 That the Products and/or integrated data processing systems will not abnormally end or provide invalid or incorrect results as a result of date data, specifically including date data which represents or references different centuries or more than one century.

5.24.3.2 That the Products and/or integrated data processing systems have been designed to ensure year 2000 compatibility, including, but not limited to, date data century recognition, calculations which accommodate same century and multi-century formulas and date values, date data century display formats and date data interface values that reflect the century.

5.24.3.3 That the Products and/or integrated data processing systems include "year 2000 capabilities." For the purpose of this Agreement, "year 2000 capabilities" means the Products and/or integrated data processing systems:

5.24.3.4 That the Products and/or integrated data processing systems will manage and manipulate data involving dates, including single century formulas and multi-century formulas, and will not cause an abnormally ending scenario within the application or generate incorrect values or invalid results involving such dates; and that the Products and/or integrated data processing systems shall provide that all date-related data interface functionality, including the indication of century performance as indicated above.

5.24.3.5 That the Products and/or integrated data processing systems design and performance adhere to ISO 8601 and FIPS 4-1 standard.

5.24.4 Year 2000 Compliance Performance Warranty

Contractor further warrants and represents that the Products and or integrated data processing systems are and will continue to be year 2000 compliant. All date processing by the Products will include Four Digit Year Format and recognize and correctly process dates for Leap Year and that processing or calculations involving Leap Year will not result in software, firmware or hardware failure. Additionally, all date sorting or sequencing by the Products that includes a "year category" shall be done based on the Four Digit Year Format code.

5.24.5 Year 2000 Warranties

Contractor represents and warrants that:

5.24.5.1 The Products and/or integrated data processing systems will function

without error or interruption related to Date Data, specifically including errors or interruptions from functions which may involve Date Data from more than one century;

5.24.5.2 The Products and/or integrated data processing systems require that all Date Data (whether received from users, systems, applications, or other sources) include an indication of century in each instance;

5.24.5.3 All date output and results, in any form, shall include an indication of century in each instance.

5.24.5.4 Remedies for Non-Compliance of Year 2000 Compliance Warranty

Contractor agrees to pay liquidated damages in the amount of \$200.00 per day for each day the Products and/or integrated data processing systems fail to maintain and uphold the Year 2000 Compliance Performance Warranty described.

The foregoing is in addition to the other representations and warranties set forth herein.

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 Service Credit Hours (by category), Per-Call Hours, and Per-Call Parts.

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

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

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

5.26 Insolvency

If the Contractor should fail to provide agreed upon contract services due to its becoming insolvent, make an assignment for the benefit of its creditors, shall have a trustee appointed for all or substantially all of its assets, or shall have an involuntary petition in bankruptcy or reorganization filed against it which remains undismissed for a period of one hundred eighty (180) days, then the State shall be permitted to cancel the remainder of the term of this contract and shall be refunded all prior payments for any remaining paid-up Service Credit Hours.

5.27 Contract Cancellation

Notwithstanding section 3.5 of the State's preprinted standard terms and conditions relating to cancellation, the Contractor shall refund to the State any prorated unused portion of contract payments made in advance for the annual contract period (i.e. hours not used) if contractor is removed from, or defaults on, the contract. Such payment may be deducted from any open invoices. Such payment if owing, shall be due within 30 days of contract cancellation, and shall be considered a refund not subject to offset. This shall not be considered liquidated damages, which, if assessed, will be subject to separate action. Furthermore, Contractor is responsible to reimburse the State, up to the total annual cost already expended, on a prorated basis, for the difference in cost between what has been paid the Contractor and what must be paid to a replacement service provider. Contractor must surrender all State-issued ID badges or insignia to the State on the day after contract cancellation.

6.0 PROPOSAL EVALUATION/CONTRACT AND AWARD

6.1 Proposal Evaluation Committee:

Proposals may be evaluated by a committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may serve on the committee as impartial third parties. On occasion, Evaluation Committee's may choose to make use of the expertise of outside consultant(s) in an advisory role.

6.2 Oral Presentations and/or Clarification of Proposals

Each Bidder that submits a bid proposal in response to this RFP may be required to give an oral presentation concerning its proposal to the State. The State may also require the Bidder to submit written responses to questions from the State regarding its proposal.

The purpose of the State's 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 cannot be supplemented, changed, or corrected in any way. No comments regarding other Bidder's or their bid proposals are permitted. Bidders may not attend presentations made by their competitors.

Each Bidder must clearly understand that it is the State's sole option to determine which Bidder(s), if any, will be invited to make oral presentations and/or be asked to supply written clarification. The Bidder shall not construe the list of firms invited, if any, to imply acceptance or rejection of any bid(s). The Division of Purchase and Property, Purchase Bureau, will schedule the time and location of any such presentations. The Purchase Bureau will be the sole point of contact regarding any request for written clarification.

6.3 Evaluation Criteria

The following evaluation criteria, not necessarily listed in order of significance, may be used to evaluate proposals. These evaluation criteria categories may be used to develop more detailed evaluation criteria to be used during the evaluation process.

6.3.1 The Bidder's general approaches and plans to meet the requirements of the RFP.

6.3.2 The Bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.

6.3.3 The Bidder's documented experience in successfully completing Contracts of a similar size and Scope to those required by this RFP.

6.3.4 The qualifications and experience of personnel assigned by the Bidder to the Contract with emphasis on documented experience in successfully completing work on Contracts of a similar size and Scope to those required by this RFP.

6.3.5 The overall ability of the Bidder, as judged by the State, to gear-up, undertake and successfully complete the Contract within the required schedule or on time. 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 and control plan including the Bidder's Contract organizational chart.

6.3.6 Financial capability of the Bidder.

6.3.7 The number, quality and cost of Value Added Support Services.

6.3.8 The Bidder's Cost Proposal. The estimated number of devices given in RFP section 1.2.5 will be multiplied against vendor's bid price for that category. Total prices for all four categories will be added, less any discounts, to arrive at a bid evaluation price. Note: Prices in all four categories must be bid in order to be considered for award.

6.4 Contract Award

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder or bidders whose bid, conforming to the invitation for bids, will be most advantageous to the State, price and other factors considered. There will be one Primary and one Secondary Award for the total of all four lines. 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 to do so.

7.0 Bidder Data Sheets for: Bidder's Capabilities, Organizational Support & Experience and/or Technical Proposal

Complete the Attachments "A" and Attachment "B"

8.0 Price Sheets and Supporting Detail

Complete Attachment "C"

Complete the Purchase Bureau Bid Price Sheet(s)

ATTACHMENT A

BIDDER: _____

Global PC Repairs - Statewide

PART ONE: Primary Bidder

Section one: Company Profile

1. Complete company name, address and phone.
2. Complete Business Office, address and phone in New Jersey, if different.
3. Contractor Liaison name, title, address, phone, fax and E-mail.
4. Federal Employer ID number. _____

5. What is your major type of business?

Total years in this business: _____

Total number of years providing maintenance services: _____

Total Full Time work force: _____

Percent of Total work force available to work on this contract: _____

Percent of Total work force located within New Jersey: _____

6. Is your company incorporated in New Jersey? _____

7. Is your company registered with the Secretary of State or the Division of Revenue to do business in New Jersey? _____

NOTE: You must be registered in order to receive a contract.

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

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

10. List any Authorized Service Provider certifications held by your company.

10. Provide at least THREE (3) business references, for EACH category, preferably public, including company name, address, contact name and phone, for whom you CURRENTLY perform on-site PC repairs, of a similar size and scope.

ATTACHMENT A

BIDDER: _____

Global PC Repairs - Statewide
PART ONE: Primary Bidder

Section two: Employee Profile

1. Include a SUMMARY of the detailed resumes which must be included with your proposal.

Only list those EMPLOYEE names or reference numbers whom could be DIRECTLY ASSIGNED to provide repairs and support to this contract. List backups as well. DO NOT LIST TRAINEES.

NAME Types	Title	Total years of Industry Experience	Equipment Trained
on			

ATTACHMENT A

BIDDER:

Global PC Repairs - Statewide
PART ONE: Primary Bidder

Section three: Service Locations

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

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

LOCATION FIELD ENGINEERS	HOURS OF OPERATION	TOTAL # OF STAFF	TOTAL
--------------------------------	-----------------------	---------------------	-------

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

4. Describe your current channels for acquiring parts. Name dealers or parts suppliers as applicable.

5. List your current parts warehouse locations.

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

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

Page 3 of 6

ATTACHMENT A

BIDDER:

Global PC Repairs - Statewide

PART ONE: Primary Bidder

Section four: OEM Relationships

1. Are your field engineers trained or certified by the OEM?

If no, explain how your company certifies your engineers to service OEM equipment:

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

a. Use of OEM Diagnostics

b. Access to OEM Troubleshooting documentation

c. Access to OEM Illustrated Parts Breakdown documentation

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

e. Access to OEM Parts Revision Data

f. Access to OEM Engineering Change Orders

g. Access to OEM Product Engineering Support, if required

3. Provide the make and product name of the Anti-virus Software to be used on service calls.

Page 4 of 6

ATTACHMENT A

BIDDER:

Global PC Repairs - Statewide

PART ONE: Primary Bidder

Section five: Customer Support

1. Do you have a Central Dispatch Center?
2. Do you have a central Customer Support Center different from above? (If yes, repeat 3-6)
3. What are the hours and staffing of your Central Dispatch Center?
4. What is your toll free number for the Central Dispatch Center?

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

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

7. Can State agencies electronically log service calls?

8. Can State agencies log in to the central dispatch system and monitor the status of calls on-line?

Page 5 of 6

ATTACHMENT A

BIDDER:

Global PC Repairs - Statewide

PART TWO: Primary Bidder

Section one: Subcontractors

NOTE: COMPLETE ONE SHEET PER SUBCONTRACTOR

1. Subcontractor company name, Contact name, address and phone.

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

3. What is the major type of business? _____

Total years in this business: _____

Total number of years providing maintenance services: _____

Total Full Time work force: _____

Percent of Total work force available to work on this contract: _____

Percent of Total work force located within New Jersey: _____

4. Federal Employer ID number: _____

5. Is the company incorporated in New Jersey? _____

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

7. Is your company registered with the Secretary of State or the Division of Revenue to do business in New Jersey? _____

Note: You must be registered in order to receive a contract.

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

9. Provide at least THREE (3) business references, for EACH category, preferably public, including company name, address, contact name and phone, for whom the company CURRENTLY performs on-site repairs.

Page 6 of 6

ATTACHMENT B

BIDDER: _____

Global PC Repairs - Statewide

SUMMARIZE PERSONNEL
TOTALS/
DATA FOR:
AVERAGES

PRIME
CONTRACTOR

ALL SUB-CON-
TRACTORS (*)

a. Total number of employees _____

b. Number assignable to this contract _____

c. Average length of employment _____
_____ (of total in b. above)

EMPLOYEES ASSIGNABLE TO
THIS CONTRACT:

a. # of Service Managers _____

b. # of Service Technicians _____

c. # of Administrative Personnel _____

d. # of Customer Service Personnel _____

e. # of Dispatch Personnel _____

f. Contract Liaison _____

g. Backup # of Service Techs _____

h. OTHER: Specify _____

(*) SUB-CONTRACTOR NAME:

ATTACHMENT C

BIDDER:

Global PC Repairs - Statewide

INSTRUCTIONS: Completion is mandatory. Attach explanation sheets if necessary.

SUPPLEMENTAL PRICE SHEET

PRICE LINE DESCRIPTION
AMOUNT PERCENT

PERCENTAGE AND AMOUNT OF INCREASE
TO THE SERVICE CREDIT HOURLY RATE FOR
7 DAY, 24 HOUR COVERAGE FOR
Category a. PC's

PERCENTAGE AND AMOUNT OF INCREASE
TO THE SERVICE CREDIT HOURLY RATE FOR
7 DAY, 24 HOUR COVERAGE FOR
Category b. Laptops

PERCENTAGE AND AMOUNT OF INCREASE
TO THE SERVICE CREDIT HOURLY RATE FOR
7 DAY, 24 HOUR COVERAGE FOR
Category c. Black and White Laser Printers

PERCENTAGE AND AMOUNT OF INCREASE
TO THE SERVICE CREDIT HOURLY RATE FOR
7 DAY, 24 HOUR COVERAGE FOR
Category d. Color Laser Printers

PARTS CATALOG NAME (S), NUMBER(S), DATE(S)

Page 1 of 2

ATTACHMENT C

BIDDER:

Global PC Repairs - Statewide

SUPPLEMENTAL PRICE SHEET

INSTRUCTIONS: Completion is mandatory. Attach explanation sheets if necessary.

Volume Discounts: These discounts would apply when the State contracts for specific volumes of Service Credit Hours whether in July or January. All four categories will be added together to arrive at the volume level; discounts would be off of each Service Credit Hour Rate; however discounts are not cumulative, they would be taken at the time of each purchase.

Volume (Hours)	250 - 1000	1000 - 2000	2000-3000	3000 - 4000	4000 - 5000
----------------	------------	-------------	-----------	-------------	-------------

Discount percent	_____	_____	_____	_____
------------------	-------	-------	-------	-------

Volume (Hours)	5000 - 6000	6000 - 7000	7000 - 8000	8000 - 9000	10,000+
----------------	-------------	-------------	-------------	-------------	---------

Discount percent

Page 2 of 2

53

57