

**Notice**  
**For**  
**Wireless Devices and Services**  
**T216A**

**The line items awards under T216A are as follows:**

**Wireless Telephone Service**  
**Two-Way Radio Functionality**  
**Wireless Priority Service**  
**Handheld Wireless Devices**  
**Wireless Network Interface Cards**  
**Wireless data**  
**Numeric Pager**  
**Alphanumeric Pager**  
**Two-Way Paging**  
**Advanced Wireless Messaging Service**  
**Advanced Wireless Messaging Server, Software, License**  
**Advanced Wireless Messaging Devices**

**This Notice of Award contains Primary, Secondary and Tertiary awards to contractors. During the term of the Contract, Using Agencies are to utilize the Primary Contractor. If the Primary Contractor is unable to perform the work required, the Using Agency shall then utilize the Secondary Vendor. If the Secondary contractor is unable to perform the work required, the Using Agency shall then utilize the Tertiary contractor. Using Agencies must document their file as to the reason why the Primary Contractor was not utilized.**



**State of New Jersey**

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

RICHARD J. CODEY  
*Acting Governor*

JOHN E. McCORMAC, CPA  
*State Treasurer*

March 9, 2005

**TO:** All Potential Bidders

**RE:** RFP #: 05-X-37763  
RFP Title: Wireless Devices and Services

**a) New Business Registration Requirements – This is a change from previous requirements. Failure to submit a copy of your Business Registration Certificate (or interim registration) from the Division of Revenue with the Bid Proposal may cause for rejection of the bid proposal.**

**b) Executive Order 134 Certification and Disclosure Submittal Requirements Revised – In order to simplify the EO 134 compliance process, effective December 22, 2004, submission of EO 134 Certification and Disclosure forms will be required to be submitted following notice of intent to award.**

Enclosed please find a complete set of bid documents for the above referenced solicitation. The following are the key dates for the project:

Date	Time	Event
04/14/05	2:00 PM	<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.4</a> for more information)

All questions concerning the RFP contents and the bidding process must be directed to the following e-mail address: [toni.laudati@treas.state.nj.us](mailto:toni.laudati@treas.state.nj.us)

# **ATTENTION VENDORS**

## **Vendor Information and Bidding Opportunities**

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

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

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

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



**STATE OF NEW JERSEY  
REQUEST FOR PROPOSAL**

**BID NUMBER: 05-X-37763**

**FOR: Wireless Devices and Services**

TERM CONTRACT #: T216A  
REQUESTING AGENCY: Office of Information Technology

ESTIMATED AMOUNT:  
CONTRACT EFFECTIVE DATE: 05/01/05  
CONTRACT EXPIRATION DATE: 04/30/08  
COOPERATIVE PURCHASING: YES  
SET ASIDE: NONE

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

**TO BE COMPLETED BY BIDDER:**

Firm Name: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_

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

- 1) **PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 2PM ON 04/14/05 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230.** TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ 0 OR \_\_\_\_%.  
CHECK THE TYPE OF BID SECURITY SUPPLIED:  
ANNUAL BID BOND ON FILE: N/A BID BOND ATTACHED: N/A  
CERTIFIED OR CASHIERS CHECK ATTACHED: \_\_\_\_\_ LETTER OF CREDIT ATTACHED: \_\_\_\_\_
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). [SEE ATTACHMENT 1](#)
- 8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):  
PRE-BID CONFERENCE None  
SITE INSPECTION None
- 9) FOR SET ASIDE CONTRACTS ONLY, A BIDDER MUST BE REGISTERED WITH THE N.J. DEPARTMENT OF COMMERCE AS A SMALL BUSINESS BY THE DATE OF BID OPENING. (SEE N.J.A.C. 17:13-3.1 & 13.3.2).

**ADDITIONAL REQUIREMENTS**

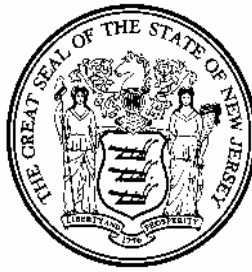
- 10) THE BIDDER MUST BE REGISTERED WITH THE DIVISION OF REVENUE AND SHALL SUBMIT A BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) WITH THE BID PROPOSAL.(SEE N.J.S.A. 52:32-44).
- 11) PERFORMANCE SECURITY: 0 OR \_\_\_\_% | 12) PAYMENT RETENTION 0 %
- 13) AN AFFIRMATIVE ACTION FORM ([ATTACHMENT 3 OF RFP](#)) | 14) A MACBRIDE PRINCIPLES CERTIFICATION ([ATTACHMENT 2 OF RFP](#))
- 15) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP

**TO BE COMPLETED BY BIDDER**

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

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

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



**Bid Number: 05-X-37763**

**REQUEST FOR PROPOSAL  
FOR:  
WIRELESS DEVICES AND SERVICES**

Date Issued: March 9, 2005

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

Using Agency  
State of New Jersey  
Office of Information Technology

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## 1.0 INFORMATION FOR BIDDERS

### 1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury (the "Division"), on behalf of the State of New Jersey, Department of Office of Information Technology (OIT). The purpose of this RFP is to solicit proposals from qualified bidders to provide specific wireless devices and wireless services to the State of New Jersey as defined in [Section 3.0](#) of this RFP.

To qualify as a wireless device under this RFP, with the exception of pagers, the device must possess a wireless telephone number.

The State shall make a primary, secondary, and possible tertiary award with multiple plans per contractor in order to insure optimum coverage, service, and pricing in all areas of the State.

The expected services are described in [RFP Section 3.0](#) (Scope of Work).

The intent of this RFP is to award a contract to those responsible bidders whose bid proposals, conforming to this RFP, are most advantageous to the State, price and other factors considered.

Any vendor form documents, i.e. Purchase Agreements, Maintenance Agreements, etc., submitted in response to this RFP will not be accepted.

The State intends to extend [the] contract[s] awarded to the members of Cooperative Purchasing. These members include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, county colleges, and State colleges.

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

### 1.2 BACKGROUND

The State of New Jersey Office of Information Technology is an agency of New Jersey State government. It is responsible for administering the State's telecommunications services to assure efficiency and economy. OIT is headquartered at 300 Riverview, Trenton, New Jersey.

At present the State has in excess of 8000 cellular telephones supplied by three different vendors.

Pagers, in excess of 4000, are presently provided by vendors under a separate pager contract.

Advances in technology and uses thereof have expanded the State's requirements for wireless devices and services to include wireless access to local area networks.

### 1.3 KEY EVENTS

#### 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

E- Mail: [toni.laudati@treas.state.nj.us](mailto:toni.laudati@treas.state.nj.us)

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or

information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

#### 1.3.1.1 QUESTION PROTOCOL

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

#### 1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is **March 24, 2005**. Addenda, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

#### 1.3.3 MANDATORY PRE-BID CONFERENCE – (NOT APPLICABLE TO THIS PROCUREMENT)

#### 1.3.4 OPTIONAL PRE-BID CONFERENCE: - (NOT APPLICABLE TO THIS PROCUREMENT)

#### 1.4 ADDITIONAL INFORMATION

##### 1.4.1 REVISIONS TO THIS RFP

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

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

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

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

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

##### 1.4.2 ADDENDUM AS A PART OF THIS RFP

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

##### 1.4.3 ISSUING OFFICE

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

##### 1.4.4 BIDDER RESPONSIBILITY

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

#### **1.4.5 COST LIABILITY**

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

#### **1.4.6 CONTENTS OF BID PROPOSAL**

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

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

#### **1.4.7 PRICE ALTERATION**

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

#### **1.4.8 JOINT VENTURE**

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

## 2.0 DEFINITIONS

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

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

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

**Automatic Vehicle Location (AVL)** – an umbrella description for the fleet management version of mobile telematics which involves integrating wireless communications and location tracking devices into automobiles.

**Bid** – RFP response, or submittal, to the Division of Purchase and Property.

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

**Code Division Multiple Access (CDMA)** – A form of digital, spread spectrum cellular phone service that assigns a code to all speech bits, sends a scrambled transmission of the encoded speech over the air and reassembles the speech to its original format.

**Cellular Digital Packet Data (CDPD)** – A radio technology that supports the transmission of packet data at speeds of up to 19.2 Kbps over the existing analog AMPS cellular network

**Cellular** – Cellular telephone is a type of short-wave analog or digital telecommunication in which a subscriber has a wireless connection from a mobile telephone to a relatively nearby transmitter. The transmitter's span of coverage is called a cell.

**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.

**CTR#** - Cellular Telephone Request Number (Internal OIT Provided Number)

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

**Division** - The Division of Purchase and Property.

**Entity** – separate billing units with separate bills to addresses.

**European Telecommunications Standards Institute (ETSI)** - It is the European counterpart to ANSI, the American National Standards Institute.

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

**FCC** – Federal Communications Commission

**Formal Date of Award** – The effective date of contract.

**Global Positioning System (GPS)** – A system to allow us to figure out precisely where we are anywhere on earth. The GPS will eventually consist of a constellation of 24 satellites orbiting the earth from a distance of 10,900 miles, circling the earth twice a day.

**Global System for Mobile (GSM)** – The Global System for Mobile Communications is the standard digital cellular phone service in Europe, Japan, Australia and elsewhere. GSM is a set of ETSI standards specifying the infrastructure for a digital cellular service.

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

**Mobile Display Terminal (MDT)** – Component of the network that provides data communications link through the air.

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

**NAM** – Numeric Assignment Module, a microchip inside of the cellular phone that contains system identification.

**OIT** – Office of Information Technology.

**OIT Point of Contact (OIT POC)** – Individual appointed to interface with the Contractor for the implementation of service.

**OMB** - Office of Management and Budget.

**OTRS** - OIT Time Reporting System.

**Pager** – A pager is a small telecommunications device that receives (and, in some cases, transmits) alert signals and/or short messages. This type of device is convenient for people expecting telephone calls, but who are not near a telephone set to make or return calls immediately.

**Personal Computer Memory Card International Association (PCMCIA)** – Standardizes credit-card size packages for memory and input/output (modems, LAN cards, etc.) for computers, laptops, palmtops, etc.

**PCS** - Personal Communications Services, a wireless phone service similar to cellular telephone service but emphasizing personal service and extended mobility. Several technologies are used for PCS in the United States: Time Division Multiple Access (TDMA), Code Division Multiple Access (CDMA), and Global System for Mobile (GSM). GSM is more commonly used outside the United States.

**PDA** - Personal digital assistant, any small mobile hand-held device that provides computing and information storage and retrieval capabilities for personal or business use, often for keeping schedule calendars and address book information handy. Many devices can access wireless data networks for Web access and email retrieval.

**Primary Vendor** – The bidder selected as the Contractor best qualified to provide a requested service or product.

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

**Project Manager** – The person named by the Vendor who shall be responsible for coordination of all activity between the State and the Contractor.

**Proposal** – A vendor's formal response to the RFP.

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

**Secondary Vendor** – The bidder selected as the Contractor to provide a service or product should the Primary Vendor not be able to fulfill an order.

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

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

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

**State** - State of New Jersey.

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

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

**TDMA - Time Division Multiple Access (TDMA)** – One of several technologies used to separate multiple conversation transmissions over a finite frequency allocation of through-the-air-bandwidths.

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

**WPS** – Wireless Priority Service. WPS provides a means for National Security and Emergency Preparedness telecommunications users to obtain priority access to available wireless radio channels when necessary to initiate emergency calls during periods of wireless network congestion.

**Work Day (Business Day)** - Monday through Friday, 8:00 am to 4:00 pm excluding official State Holidays.

### **3.0 SCOPE OF WORK**

ALL OF THE REQUIREMENTS DETAILED IN THIS SECTION MUST BE ADDRESSED IN THE BIDDER'S TECHNICAL PROPOSAL, AS SET FORTH IN [SECTION 4.4.2](#) OF THIS RFP. IF RESPONDING TO A MANDATORY REQUIREMENT THE BIDDER MUST PROVIDE AN AFFIRMATIVE RESPONSE, NOT AN ALTERNATIVE, FOR THE BIDDER TO BE CONSIDERED COMPLIANT WITH THIS RFP. THE BIDDER MUST INDICATE THE SECTION/SUBSECTION REFERENCED IN EACH OF ITS RESPONSES.

#### **3.1 WIRELESS TELEPHONE NETWORK, EQUIPMENT, INSTALLATION AND SERVICE**

This section of the RFP covers both the underlying service, its network/service features including its value added services, and its associated communicating devices that include Wireless Handheld Phones, and all associated accessories. The bidder must bid on the underlying service and its associated communications devices. Bids will not be accepted on a stand-alone service or a stand-alone equipment basis. There is no guarantee of the number or amount of devices or services to be purchased under this contract. The bidder may submit for consideration, as many plans as it deems appropriate to provide the State with the best selection for its needs. There shall be no activation or setup fees, and no cutover or transfer fees. There shall be no term agreements, and no early termination fees for service cancellation by the Using Agency. All bidders must be licensed by the FCC as common carriers.

The bidder shall provide its response on [Schedule A](#) of this RFP. Any additional fees, surcharges, or pass-through charges must be documented on Schedule A, if they are applicable. Any such charges to be levied after contract award must be explained and documented.

##### **3.1.1 WIRELESS NUMBER PORTABILITY**

The bidder agrees to support wireless number portability where presently available. As it becomes available in other locations, the contractor (s) shall immediately support service.

**3.1.1.1** The State may begin the conversion of all phones not supplied by the primary contractor, to the primary contractor. The bidder should supply a phased conversion plan to accomplish this objective.

**3.1.1.2** At the termination of this contract when another vendor is awarded the new contract, the current contractor must complete the number portability conversion within one hundred twenty (120) days after being requested to do so by the State.

##### **3.1.2 MANDATORY NETWORK/SERVICE FEATURES: (MUST INCLUDE BUT ARE NOT LIMITED TO)**

- Free Basic Phone
- State-wide Aggregated minutes
- No Toll or Roaming Charges, on net, Nationwide
- No Toll or Roaming Charges anywhere within the State of New Jersey
- Voice Mail
- Caller ID
- Message Waiting Indication
- Three Way Calling
- Individual Call Detail

##### **3.1.3 VALUE ADDED FEATURES: (SHOULD INCLUDE BUT ARE NOT LIMITED TO)**

- Call Waiting
- Text Messaging
- Internet Access
- Picture Phone

In addition to the features listed above, the bidder is encouraged to propose additional features that would enhance the efficiency and effectiveness of the State of New Jersey's wireless phone service to its user community.

The bidder shall provide its response on [Schedule A](#) of this RFP.

### 3.1.4 PUSH TO TALK/TWO-WAY RADIO FUNCTIONALITY

There is a growing requirement within the State to provide devices to personnel that can perform "Push to Talk" two-way radio-like functionality in addition to conventional cellular telephone functionality. This functionality should support multiple talk groups.

Does the bidder provide this service? Yes ( ) No ( )

If the bidder has checked (Yes) above, the bidder shall include the specific pricing and plans available on [Schedule B](#) of this RFP.

### 3.1.5 WIRELESS PRIORITY SERVICE

The State requires that a certain number of wireless phones have priority calling capability. This is particularly important for agencies that deal with public safety and emergency services.

Does the bidder provide this service? Yes ( ) No ( )

If the bidder has checked (Yes) above, the bidder shall include the specific pricing and plans available on [Schedule C](#) of this RFP.

### 3.1.6 WIRELESS TELEPHONE DEVICES

#### 3.1.6.1 HANDHELD WIRELESS PHONES

Since it is required that vendors bidding wireless service also provide compatible wireless handsets, bidders shall submit a list of all current devices with prices along with complete technical specifications.

The bidder shall provide its response on [Schedule D](#) of this RFP.

#### 3.1.6.2 REQUIREMENTS

The State requires that an "ear bud" and battery charger must be included with all phones.

#### 3.1.6.3 REBATES

The State requires that rebates, which apply to the purchase of phones, shall be deducted from the purchase price of the device. The State of New Jersey cannot accept any rebates for the purchase of equipment.

#### 3.1.6.4 CANCELLATIONS

Telephone equipment shall not be deactivated nor may service be discontinued without the prior written request of the Using Agency. Under no circumstance shall equipment be deactivated or services terminated for non-payment.

#### 3.1.6.5 EMERGENCY USE TELEPHONES

The bidder must supply the State with one-hundred-fifty (150) telephones that are pre-programmed and can be activated by the keying in of a code on the telephone device. These loaned phones should be stored at OIT. They will be issued and activated on an emergency basis only. At the conclusion of the



emergency need, the Using Agency will return the phones to OIT and the phones will be deactivated. Contractor shall only bill the activated phones for service for the period of the activation plus two (2) months to cover any call not billed during the current cycle. During the period of inactivity, the phones must be billed at a reduced rate.

### **3.1.6.6 REPLACEMENT PHONES**

In the event that a free telephone is lost or stolen, the Contractor shall replace it at no cost for one time only. Any subsequent losses will be replaced at cost not to exceed \$100.00. If the phone that is lost or stolen is upscale model that was originally purchased, it shall be replaced by the Contractor at the State's contracted rate. Replacement phones should be shipped within twenty-four (24) hours.

### **3.1.6.7 ACCESSORIES**

Should include but are not limited to:

- Replacement batteries both standard and high capacity
- Battery Charging Devices (AC Adapters, Vehicle DC Adapters and Other Charging Devices and Stands)
- Headsets and Hands-Free Kits
- Vehicle Adapter Kits and External Antennas
- Carrying Cases and Holsters
- Data Cables used for Cloning, and Computer Interface

In addition to the accessories listed above, the bidder is encouraged to propose additional accessories that would enhance the efficiency and effectiveness of the State's wireless phone service to the user community.

The bidder shall provide its response on [Schedule D](#) of this RFP.

### **3.1.6.8 FRAUDULENT CALLS**

All State of New Jersey lines must be monitored for fraud. In the event that fraud is suspected, the vendor may suspend service and notify the OIT Point of Contact of the suspected fraud. In the event of fraudulent activity, the State shall only be liable for the first \$50 per event.

### **3.1.7 WIRELESS MODEMS, WIDE AREA NETWORK ACCESS CARDS AND NETWORKS**

In addition to wireless phones, the State of New Jersey requires wireless modems and wide area network access cards for its mobile workers to connect to the State's Enterprise network. Since the State uses a number of different manufacturer's laptops, handheld computers and other handheld devices, it requires suitable wireless modem cards that adhere to standards utilized by the majority of manufacturers, i.e. PCMCIA Type II / III for mobile devices and USB interface devices for fixed or desktop computer installations.

#### **3.1.7.1 WIRELESS WIDE AREA NETWORK ACCESS CARDS**

##### **3.1.7.1.1 CDMA Networks**

- Cards should be compatible with multiple operating systems.
- Contractor should provide cards in PCMCIA and Compact Flash formats to work with the majority of laptop and handheld computers.
- Bidder must provide complete technical specifications for the proposed cards.

##### **3.1.7.1.2 GSM Networks**

- Cards should be compatible with multiple operating systems.

- Contractor should provide cards in PCMCIA and Compact Flash formats to work with the majority of laptop and handheld computers.
- Bidder must provide complete technical specifications for the proposed cards.

### 3.1.7.2 WIRELESS MODEMS

- Cards should be compatible with multiple operating systems.
- Contractor should provide modems that can be used in mobile operations.
- Contractor should provide cards in PCMCIA and Compact Flash formats to work with the majority of laptop and handheld computers.
- Bidder must provide complete technical specifications for the proposed modems.

Wireless wide area access cards and wireless modems may be substituted with essentially similar or improved models during the term of the contract as specified in [Section 5.29](#) of this RFP.

The bidder shall provide a response on [Schedule E](#) of this RFP.

### 3.1.8 HIGH SPEED WIRELESS DATA NETWORK

It is understood that normally, data is handled within the digital cellular network at a modest speed and charged to the user via minutes used. This section of the RFP specifically refers to higher speed (2.5G & 3G) type networks that are subscribed to separately and charged to the user on a kilobyte/megabyte usage basis or flat monthly rate. Some cell phones, PDA's and laptops are internally configured to access these networks. Other PDA's and laptop computers, which are not internally so configured, may also access these networks with the appropriate wireless wide area network card installed.

- 3.1.8.1** Contractor's network should provide reliable, continuous access coverage to the entire State of New Jersey and the bidder shall provide a coverage map for New Jersey and all other service areas. If required, the State is willing to sign a confidentiality agreement for this information.
- 3.1.8.2** Contractor's network must operate at speeds bursting to at least 144 kbs.
- 3.1.8.3** Contractor's network must provide security via authentication and encryption, and bidder must provide the State with a detailed description how this security functions within its network.
- 3.1.8.4** Network offerings must include a flat rate option.
- 3.1.8.5** Network offerings should also include any special use pricing options such as telemetry and public safety.

Costs, network technical details, and any services or features that enhance the Bidder's offering shall be provided on [Schedule F](#) of this RFP.

### 3.1.9 WIRELESS PHONE, MODEM AND ACCESSORY WARRANTIES

- 3.1.9.1** All equipment must operate in accordance with the manufacturer's specifications and warranty for a minimum period of one year to commence upon activation. All repairs and replacements under the one-year warranty must be at no charge to the Using Agency for parts, service, and labor to the State of New Jersey.
- 3.1.9.2** It shall be the responsibility of and cost to the contractor to deliver all devices to the ordering agency either for the original issue or for replacement of a defective unit. The return of the defective device will be the responsibility of the contractor, either personally by the account representative or via a delivery service. Billing for the faulty device shall be suspended for such time as the device is inoperative and the user is not receiving service.
- 3.1.9.3** The contractor should provide twenty-four (24) hour emergency replacement service by the account representative or via overnight delivery at the contractor's expense when requested by the using agency.

**3.1.9.4** The contractor shall provide and maintain an up-to-date contact escalation list to the State.

## **3.2 PAGERS, MESSAGING DEVICES, AND UNDERLYING NETWORK**

This section of the RFP is for the underlying paging service, its network/service functionality and its associated devices, all to be included in the lease price per service user. The bidder must bid on the underlying services and the associated paging or messaging devices. The paging equipment is an inherent part of the paging service and will be included as part of the service itself. Bids will not be accepted on a stand-alone service or a stand-alone equipment basis. It is understood that the paging service provider will not be the manufacturer of the paging equipment. Any manufacturer's pagers and messaging devices may be used to provide the proposed service.

Since there is a large base of current paging service users, the award decision will be based in part upon the bid proposal by the bidder to address how the current base of users will be migrated to the new provider. A conversion plan must be submitted as part of the bid proposal.

There shall be no start-up fees or cutover costs associated with this contract. There shall be no separate charges or fees related to paging devices, the only exception being some advanced messaging devices that may be purchase-only devices (see [Section 3.2.2](#)). Individual paging devices shall be leased as part of the paging service based upon a month-to-month term. There shall be no minimum lease term other than for one month. The State offers no guarantee on the number or amount of paging services and equipment to be purchased under this contract.

The Contractor shall provide the Using Agency with spare pagers. The spare pagers shall be 5% of pagers per account.

### **3.2.1 MANDATORY PAGING NETWORK/SERVICE FUNCTIONALITY**

Service must include but is not limited to:

- Statewide, regional and nationwide coverage plans
- Unique number for each pager with numbers local to each of the three New Jersey LATA's.
- Numeric only paging
- Alpha-numeric paging, operator dispatch
- Alpha-numeric messaging from desktop PC via the Internet
- Send and Receive text messages
- Coverage of the entire State of New Jersey

In addition to the types of services listed above, the bidder is encouraged to propose additional service and functionality that would enhance the efficiency and effectiveness of the State's paging service user community.

The bidder shall itemize these offerings and costs on [Schedules G, H, and I](#) of this RFP.

### **3.2.2 ADVANCED WIRELESS MESSAGING**

This section is to solicit bids for wireless messaging services and equipment that go beyond basic paging and message functionality. It is understood that some advanced wireless messaging services and devices, such as Blackberry, operate more efficiently in conjunction with proprietary software and servers installed on the user's premises. These servers provide a secure interface between the remote wireless device and the user's internal mail servers. The intent of this RFP is to accept bids for the service, software and licenses if required, and any specialized equipment. Servers are not part of this RFP or the contract resulting from this RFP.

#### **3.2.2.1 ADVANCED WIRELESS MESSAGING SERVICE AND FUNCTIONALITY**

Must include but is not limited to:

- Statewide, Regional and Nationwide Coverage plans.
- Telephone capability.
- Direct interface to corporate email systems along with Internet E-Mail capabilities (send and receive).

The bidder shall itemize these offerings and costs on [Schedule J](#) of this RFP.

### **3.2.2.2 ADVANCED WIRELESS MESSAGING SOFTWARE INTERFACE AND SUPPORT**

If vendor supplied or third party specialized software package(s) are required to provide a secure interface between the State's email system and a particular advanced wireless device, the bidder shall itemize these offerings and costs on [Schedule K](#) of this RFP. If none, please indicate "not applicable" on [Schedule K](#).

The software offered on [Schedule K](#) of this RFP shall, at a minimum, provide access to the following e-mail and calendar stores herein known as the primary system:

- Sun One Calendar
- Group Wise
- Oracle Collaboration Suite

The software should also support Push E-mail and Calendar on these messaging devices and automatically synchronize the primary system e-mail and calendar. Additional offerings may also be included on [Schedule K](#).

### **3.2.2.3 ADVANCED WIRELESS MESSAGING DEVICES**

The bidder shall provide complete information regarding all devices proposed on [Schedule L](#) of this RFP.

### **3.2.3 PAGING EQUIPMENT AND MESSAGING DEVICES WARRANTIES AND SERVICE**

**3.2.3.1** All equipment must operate in accordance with the manufacturer's specifications and warranty for a minimum period of one year to commence upon activation. All repairs and replacements under the one-year warranty must be at no charge to the Using Agency for parts, service, and labor.

**3.2.3.2** Contractor must have the ability to facilitate emergency replacement of a defective or lost unit. In addition the contractor must provide at no cost to the Using Agency, twenty-four (24) hour emergency replacement service by the account representative or via overnight delivery at the contractor's expense, for defective units only, when requested by the using agency.

**3.2.3.3** It shall be the responsibility of and cost to the contractor to deliver all devices to the ordering agency either for the original issue or for replacement of a defective unit. The return of the defective device will be the responsibility of the contractor, either personally by the account representative or via a delivery service. Billing for the faulty device shall be suspended for such time as the device is inoperative and the user is not receiving service.

**3.2.3.4** Devices reported as lost by the Using Agency shall be replaced under the terms of paragraph 3.2.3.2 of this RFP. Insurance for replacement shall be part of the monthly recurring lease cost with a deductible not to exceed forty dollars (\$40.00) for pagers, one and/or two way, and not to exceed seventy five dollars (\$75.00) for advanced messaging devices. Any device purchased by the State will be replaced at the contracted price.

**3.2.3.5** The contractor shall provide and maintain an up-to-date contact escalation list to the State.

### **3.3 BILLING**

All State billing and payment issues should be addressed to the OIT Telephone Billing Section, with the exception of pagers, which will be addressed to the individual agencies.

Any billing or payment disputes involving usage of this contract by members of Cooperative Purchasing must be addressed with the financial officer or designated official for that entity.

Deactivation of equipment or termination/suspension of service due to a billing and/or payment dispute may result in contract cancellation.

Billing must be broken down by cell number with call detail associated with that number identified by department and purchase order number. The detail must include all charges and credits specific to the cell number being invoiced.

All usage associated with the State or other entities under cooperative purchasing must receive aggregated minutes, i.e. for all cell phone plans that receive free minutes, those minutes must be aggregated in a pool and no coverage charges are to be billed at a per minute rate until the pool is exhausted.

**3.3.1.1** Billing must conform to contract price lines. All items invoiced must have a corresponding price line against which payment is to be made, and all bills must reflect the Using Agency purchase order, number and OIT CTR number. Any bills that do not have this information will not be paid.

**3.3.1.2** Billing must be submitted electronically in a format that can be read by non-proprietary systems. The electronic billing must be reconcilable to any summary paper invoices submitted for payment,.

**3.3.1.3** Prior to billing any surcharges, the vendor must submit documentation to the State detailing what the surcharges are and the basis for the surcharges.

**3.3.1.4** All pagers for activations/deactivations will be pro-rated based on the date of activation or deactivation.

**3.3.1.5** Wireless devices shall not be deactivated/suspended nor shall service be discontinued without the prior written request of the using agency. Under no circumstance shall equipment be deactivated or services terminated/suspended for non-payment.

**3.3.1.6** Service and usage billing for cellular service must be presented to OIT within thirty (30) to ninety (90) days of the actual incurrence of the charge.

### **3.4 REPORTS**

Monthly reports should be provided on CD by the 15<sup>th</sup> day of the month following the reporting period to the OIT Telephone Billing Section regarding purchases of equipment or service associated with any contract resulting from this RFP in a format specified and approved by the State. (Microsoft Access and Excel are preferred.) The following reports must be included. Others may be presented for consideration.

- Monthly new equipment and service.
- Monthly active accounts.
- Monthly closed accounts.

The OIT Telephone Billing Section must accept the specific information presented in the report, and the order in which it is displayed. Bidder should include in its bid proposal samples of all standard reports.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

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

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

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

The State of NJ reserves the right to revisit bids that did not fully comply with the requirements of the RFP and solicit a "Best and Final Offer" that the State may deem to be more in accordance with these requirements. The existence of this right of the State does not guarantee that the State will revisit a previously eliminated bid.

The State will make the final determination of the suitability of all bids.

### **4.2 PROPOSAL DELIVERY AND IDENTIFICATION**

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

### **4.3 NUMBER OF BID PROPOSAL COPIES**

Each bidder must submit one **(1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder must submit **four (4) full, complete, and exact copies** of the original proposal. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal. In addition, all price plans shall be submitted on CD ROM media and must be in Microsoft Word, PDF, or Excel format.

### **4.4 PROPOSAL CONTENT**

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

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

These sections should be prepared with tabs (separators), and the content of the material located behind each tab.

#### 4.4.1 SECTION 1 – FORMS

##### 4.4.1.1 OWNERSHIP DISCLOSURE FORM

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

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

##### 4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

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

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

##### 4.4.1.3 AFFIRMATIVE ACTION

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

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

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

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

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

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

##### 4.4.1.5 EXECUTIVE ORDER 134

Refer to [Section 5.27](#) of this RFP for more details concerning this requirement.

##### 4.4.1.6 SET ASIDE CONTRACTS - (NOT APPLICABLE TO THIS PROCUREMENT)

##### 4.4.1.7 BID BOND - (NOT APPLICABLE TO THIS PROCUREMENT)

##### 4.4.1.8 AGREEMENT TO EXTEND

The State desires to extend the contract(s) awarded to the members of Cooperative Purchasing. These members include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, county colleges, and State colleges. Should a bidder not choose to extend, such refusal may be a deciding factor in the award recommendation, should all other requirements be met.

Bidders who desire to extend to the above-mentioned entities, must complete [Attachment 4](#), Cooperative Purchasing Form.

## **4.4.2 SECTION 2 - TECHNICAL PROPOSAL**

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

### **4.4.2.1 MANAGEMENT OVERVIEW**

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

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

### **4.4.2.2 CONTRACT MANAGEMENT - (NOT APPLICABLE TO THIS PROCUREMENT)**

### **4.4.2.3 CONTRACT SCHEDULE - (NOT APPLICABLE TO THIS PROCUREMENT)**

### **4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN- (NOT APPLICABLE TO THIS PROCUREMENT)**

### **4.4.2.5 POTENTIAL PROBLEMS**

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

## **4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE**

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

### **4.4.3.1 LOCATION**

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

### **4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)**

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

### **4.4.3.3 RESUMES - (NOT APPLICABLE TO THIS PROCUREMENT)**

### **4.4.3.4 BACKUP STAFF - (NOT APPLICABLE TO THIS PROCUREMENT)**



#### 4.4.3.5 ORGANIZATION CHART (ENTIRE FIRM) – (NOT APPLICABLE TO THIS PROCUREMENT)

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

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

#### 4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER

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

#### 4.4.3.8 SUBCONTRACTOR(S)

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

#### 4.4.4 SECTION 4 - COST PROPOSAL

The State will review the cost proposals. The State will award up to five price plans for the Wireless Telephone Service for the Primary, Secondary and possible Tertiary vendors.

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

The bidder must submit cost and information on the RFP Schedules A through L. Failure to submit all information requested shall result in the bid being considered non-responsive and subject to rejection.

The following Schedules are attached to this RFP as Attachment 6:

- Schedule A - Wireless Telephone Services
- Schedule B - Push to Talk/Two Way Radio Functionality
- Schedule C - Wireless Priority Service
- Schedule D - Handheld Wireless Devices
- Schedule E - Wireless Network Interface Cards

Schedule F - High Speed Wireless Network

Schedule G - Numeric Pagers

Schedule H - Alphanumeric Pagers

Schedule I - Two-Way Paging

Schedule J - Advanced Wireless Messaging Service

Schedule K - Advanced Wireless Messaging Server Software, License, and Upgrade Costs

Schedule L - Advanced Wireless Messaging Devices

## 5.0 SPECIAL TERMS AND CONDITIONS

### 5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS

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

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

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

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

### 5.2 STATE CONTRACT MANAGER

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

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

#### 5.2.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

#### 5.2.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER

The State Contract Manager shall have the following additional duties:

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

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

### 5.2.3 COORDINATION WITH THE STATE CONTRACT MANAGER

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

### 5.3 PERFORMANCE BOND STAFF - (NOT APPLICABLE TO THIS PROCUREMENT)

### 5.4 BUSINESS REGISTRATION

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

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

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

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

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

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

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

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

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

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a

complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

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

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

## **5.5 CONTRACT TERM AND EXTENSION OPTION**

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

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

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

## **5.6 CONTRACT TRANSITION**

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

## **5.7 AVAILABILITY OF FUNDS**

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

## **5.8 CONTRACT AMENDMENT**

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

## **5.9 CONTRACTOR RESPONSIBILITIES**

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

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

#### 5.10 SUBSTITUTION OF STAFF - (NOT APPLICABLE TO THIS PROCUREMENT)

#### 5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S) - NO APPLICABLE TO THIS PROCUREMENT)

#### 5.12 OWNERSHIP OF MATERIAL

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

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder.

#### 5.13 DATA CONFIDENTIALITY

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

#### 5.14 NEWS RELEASES

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

#### 5.15 ADVERTISING

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

#### 5.16 LICENSES AND PERMITS

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

## 5.17 CLAIMS AND REMEDIES

### 5.17.1 CLAIMS

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

### 5.17.2 REMEDIES

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

### 5.17.3 REMEDIES FOR NON-PERFORMANCE

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

## 5.18 LATE DELIVERY - (NOT APPLICABLE TO THIS PROCUREMENT)

## 5.19 RETAINAGE - (NOT APPLICABLE TO THIS PROCUREMENT)

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

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

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

## 5.21 SUSPENSION OF WORK

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

## 5.22 CHANGE IN LAW

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

## 5.23 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with

documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

## **5.24 ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

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

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

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

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

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

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

## **5.25 FORM OF COMPENSATION AND PAYMENT**

This Section supplements [Section 4.5 of the RFP'S Standard Terms and Conditions](#). The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number ([See Attachment 5](#)) from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

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

### **5.25.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD**

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



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

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

## 5.26 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP'S standard terms and conditions, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

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

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

## 5.27 REQUIREMENTS OF EXECUTIVE ORDER 134

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

### 5.27.1 DEFINITIONS

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

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

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign

jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

#### 5.27.2 BREACH OF TERMS OF EXECUTIVE ORDER 134 DEEMED BREACH OF CONTRACT

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of this Order, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of EO 134; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of EO 134.

#### 5.27.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

#### 5.27.4 STATE TREASURER REVIEW

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

conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

### 5.28 NEW TECHNOLOGY

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

All proposed additions or replacements are subject to a review and written acceptance by the Director, Division of Purchase and Property. The sale of new service or product accepted in writing by the Director shall be governed by the terms of the contract. In the event that a new service or device is introduced during the contract period, pricing for that new service or device must be submitted to the Director, Division of Purchase and Property for consideration.

### 5.29 ADDITIONS AND SUBSTITUTIONS

The contractor may substitute or add devices during the term of the contract provided that they are similar to existing models or are improved models that continue to fit within the category and price ranges proposed. Contractor must provide pricing and complete technical specification sheets on the substituted phones with the written substitution request.

After the contract award, additions and/or substitutions may be allowed under the following conditions:

1. Written requests must be sent to the buyer assigned at the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, detailing each product and/or service.
2. The written request will be reviewed by the Division of Purchase and Property and OIT.
3. Added or substituted services and/or products must meet or exceed performance of the original product and/or service.
4. The product and/or service must be compatible with the original contract product and/or service.
5. The written submission requesting additions or substitutions must include a detailed description of the product and/or service with the page and line item number identified in the original contract for which the product/service will be substituted, as applicable.

### 5.30 METHOD OF OPERATION

After awards are made, the individual agencies and participants in the Cooperative Purchasing Program will be able to obtain quotes from the awarded vendors.

Awarded vendors will be required to provide contract users with:

1. A written quote showing each item being quoted..
2. A photocopy of the page from the vendor's original bid proposal detailing the item or service. If an item has been added to the contract after the original bid submission, the vendor must provide contract users with a photocopy of:

- A. The Letter of Authorization from the Purchase Bureau verifying approval of the addition/substitution with the contractor's letter requesting the addition/substitution and any attachments specifying the item or items to be added.

## 5.31 SUPPLEMENT TO STANDARD TERMS AND CONDITIONS

The following paragraphs supersede the Standard Terms and Conditions set forth in Appendix 1.

The following paragraphs supersede the Standard Terms and Conditions set forth in Appendix 1.

### Section 2 Liabilities, Paragraph 2.1 Patent and Copyright Indemnity

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

Section 2 Liabilities, Paragraph 2.2 Indemnification is modified as follows:

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in any case to **four times the value of the aggregate of all purchases under this contract by the affected using agency or \$100,000, whichever is greater, except that such limitation of liability shall not apply to the following:**

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

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

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

2.3 Insurance, Subparagraph a. shall be deleted and replaced by the following:

### Comprehensive General Liability Insurance

The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage together with excess coverage or umbrella coverage with the same terms and conditions as the primary underlying coverage (following form) in an amount such that the primary and excess coverage or primary and umbrella coverage together equal or are greater than \$15,000,000. Said excess or umbrella policy shall contain a clause stating that it takes effect (drops down) in the event the primary coverage is impaired or exhausted.

The above required Comprehensive General Liability policy shall name the State, its officers, and employees as additional insured.

The coverage to be provided under this policy shall be at least as broad as that provided by the standard basic, unamended, and unendorsed comprehensive general liability occurrence coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by an endorsement limiting the breadth of coverage.

The insurance policy shall be endorsed to include contractual liability coverage, broad form property coverage, independent contractor's coverage and personal injury coverage.

Subparagraphs b. and c. remain unchanged.

Section 3.11 Subcontracting or Assignment, the first paragraph is replaced with the following:

The Contractor may not assign this contract or resell the services that are subject to this Contract without the prior written consent of the Director, Division of Purchase and Property. Any such assignment without consent shall be null and void. Subject to the restrictions contained herein, this contract shall bind and inure to the benefit of the successors and assigns of the parties hereto. This contract shall be governed by the laws of the State of New Jersey.

The following two paragraphs remain unchanged.

Section 3.14 Delivery Guarantees, add the following paragraph to this section:

Contractor will make commercially reasonable efforts to comply with State's requested delivery schedules for equipment sold hereunder. If circumstances beyond the control of the Contractor result in a late delivery, it is the responsibility and obligation of the Contractor to make the details known in a commercially reasonable time to the Division and Using Agency.

Section 4.1 Price Fluctuation During Contract, the first sentence is revised to read as follows:

In the event of a manufacturer's or Contractor's price decrease during the contract period, which shall include by way of example but not limitation, any decrease in the manufacturer's or Contractor's price catalog, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period.

Unless otherwise set forth in writing by the Director, or the Director's designee, all prices quoted shall be firm and not be subject to increase during the duration of the Contract. However, in the event of a manufacturer's price or contractor's cost decrease during the Contract period, the State shall receive the full benefit of such price/cost reduction on any undelivered purchase order and on any subsequent order placed during the contract period. Contractor will make commercially reasonable efforts to notify the Director of any price reduction.

Section 3.13, Performance Guarantee of Bidder – add the following section:

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

The following section is added:

#### 7. Use Of Service

The State will exert reasonable efforts to assure that its users comply with all FCC rules and regulations. The State will exert reasonable efforts to assure that its users do not use the services contracted herein

for any unlawful purpose. The State will assert reasonable efforts to assure that its users do not use the services in aircraft in violation of FAA rules or regulations.

## **6.0 PROPOSAL EVALUATION/CONTRACT AWARD**

### **6.1 PROPOSAL EVALUATION COMMITTEE**

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

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

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

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

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

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

### **6.3 EVALUATION CRITERIA**

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

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

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

F. The bidder's ability to provide seamless wireless coverage to the entire State of New Jersey.

### 6.3.2 THE BIDDER'S COST PROPOSAL

The State will review the cost proposals. The State will award up to five price plans for the Wireless Telephone service for the Primary, Secondary and Tertiary vendors.

### 6.4 CONTRACT AWARD

Awards will be made to a Primary and Secondary and possible Tertiary vendor for each line item.

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

Line item awards will be made for the following categories:

- Wireless Telephone Service (Schedule A)
- Push to Talk/Two way Radio Functionality (Schedule B)
- Wireless Priority Service (Schedule C)
- Wireless Network Interface Cards – (Schedule E)
- High Speed Wireless Network (Schedule F)
- Advanced Wireless Messaging Service (Schedule J)
- Advanced Wireless Messaging Service Software, License (Schedule K)
- Advanced Wireless Messaging Devices - Schedule L

The following three (3) categories will be awarded as a group. Rates submitted for in-State coverage will be used to determine the low cost provider.

- Numeric Pager (Schedule G)
- Alphanumeric pagers (Schedule H)
- Two Way Paging (Schedule I)

Awards for equipment will be made to those vendors who were awarded the wireless service.

- Handheld Wireless Phones - Schedule D



## 7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

**ATTACHMENTS** - To be submitted with bid proposal.

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

### **APPENDICES**

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

**ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM**

**OWNERSHIP DISCLOSURE FORM**

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

BIDDER: \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

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

**COMPLETE ALL QUESTIONS BELOW**

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

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

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN/SSN#: \_\_\_\_\_

\_\_\_\_\_  
**(Signature)**  
 PRINT OR TYPE: \_\_\_\_\_  
**(Name)**  
 PRINT OR TYPE: \_\_\_\_\_  
**(Title)**

Date \_\_\_\_\_

ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM

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

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

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

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

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

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

\_\_\_\_\_  
**Signature of Bidder**

\_\_\_\_\_  
**Name (Type or Print)**

\_\_\_\_\_  
**Title (Type or Print)**

\_\_\_\_\_  
**Company Name (Type or Print)**

\_\_\_\_\_  
**Date**

**ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT**

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

**SUPPLEMENT TO BID SPECIFICATIONS**

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

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

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

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

**PLEASE CHECK APPROPRIATE BOX (ONE ONLY)**

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

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

## IMPORTANT:

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

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

or

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

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

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

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

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

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

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

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

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

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

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

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

Racial/Ethnic Groups will be so defined:

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

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

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

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

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

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

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

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

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

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

**State of New Jersey**  
**AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

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

**SECTION A - COMPANY IDENTIFICATION**

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

**OFFICIAL USE ONLY**

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

**SECTION B - EMPLOYMENT DATA**

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

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

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

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

**SECTION C - SIGNATURE AND IDENTIFICATION**

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

**ATTACHMENT 4 - COOPERATIVE PURCHASING FORM**

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

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

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

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

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

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

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

VOLUNTEER FIRST AID SQUADS AND RESCUE

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

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

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

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

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

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

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

YES \_\_\_\_\_ NO \_\_\_\_\_

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

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



## ATTACHMENT 5 - PRICE SHEET

### WIRELESS DEVICES AND SERVICES

**For Information Only – Not to be Completed by Bidder**

<b>TERM CONTRACT – ADVERTISED BID PROPOSAL</b>				
DEPT OF TREASURY, PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE STREET P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230				
LINE #	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	PRICE
00001	COMMODITY CODE: 915-75-054974 Wireless Telephone Service Schedule A	1	Lot	
00002	COMMODITY CODE: 915-75-054975 Two-Way Radio Functionality Schedule B	1	Lot	
00003	COMMODITY CODE: 915-75-054976 Wireless Priority service Schedule C	1	Lot	
00004	COMMODITY CODE: 915-75-054991 Handheld Wireless Devices Schedule D	1	Lot	
00005	COMMODITY CODE: 915-75-058305 Wireless Network Interface Cards Schedule E	1	Lot	
00006	COMMODITY CODE: 915-75-058306 Wireless Data Schedule F	1	Lot	
00007	COMMODITY CODE: 725-45-058307 Numeric Pager Schedule G	1	Lot	
00008	COMMODITY CODE: 725-45-058308 Alphanumeric pager Schedule H	1	Lot	
00009	COMMODITY CODE: 725-45-058309 Two Way Paging Schedule I	1	Lot	
00010	COMMODITY CODE: 915-75-054982 Advanced Wireless Messaging Service Schedule J	1	Lot	
00011	COMMODITY CODE: 915-75-054983 Advanced Wireless Messaging Server Software, License and upgrade Schedule K	1	Lot	
00012	COMMODITY CODE: 915-75-058310 Advanced Wireless Messaging Devices Schedule L	1	Lot	

**ATTACHMENT 6**  
**PRICE SCHEDULES**  
**SCHEDULE A - WIRELESS TELEPHONE SERVICES**  
**(Per RFP [Section 3.1](#))**

**Plan Type or Name:** \_\_\_\_\_

**Recurring Monthly Charges**  
**(Per Mobile /Cellular Telephone Number):**

Monthly Access Fee	\$ _____	
Airtime Per Minute	\$ _____ (Peak)	\$ _____ (Off Peak)
Roaming Charge Per Minute	\$ _____ (Peak)	\$ _____ (Off Peak)
Long Distance Charges Per Minute	\$ _____ (Peak)	\$ _____ (Off Peak)
Monthly Included Minutes	# _____ (Peak)	# _____ (Off Peak)
	# _____ (Mobile to Mobile)	# _____ (Other)

**One Time Charge**  
**Per Mobile/Cellular Telephone Number):**

**Specify:**

_____	\$ _____
_____	\$ _____

**Define Peak and Off-Peak Time Periods:** \_\_\_\_\_

\_\_\_\_\_

**Define any additional fees, charges and surcharges not included above. Show rates:**

\_\_\_\_\_

**Provide a detailed coverage map for this plan.**

**Must use separate sheet for each plan submitted.**

**Any additional/associated charges not identified will not be paid by the State.**

**SCHEDULE A - WIRELESS/CELLULAR TELEPHONE VALUE ADDED FEATURES**

**(Per RFP [Section 3.1.3](#))**

**Recurring Monthly Charges, if any  
(Per Wireless Telephone Number):**

**Network/Service Features in addition to those required in Section 3.1.2**

	<b><u>Monthly Cost</u></b>	<b><u>Non-Recurring Cost</u></b>	<b><u>Monthly Allowance</u></b>	<b><u>Overage Cost</u></b>
Call Waiting	\$	\$		\$
Text Messaging	\$	\$		\$
Numeric Messaging	\$	\$		\$
Internet Access	\$	\$		\$
Picture Phones	\$	\$		\$
	\$	\$		\$
	\$	\$		\$
	\$	\$		\$
	\$	\$		\$
	\$	\$		\$

**Attach complete descriptions and pricing schedule for the service features submitted. Multiple copies of this schedule may be submitted if necessary.**

**The pricing submitted will be the firm pricing for the duration of the contract.**

**Any additional/associated charges not identified will not be paid by the State.**

**SCHEDULE B - PUSH TO TALK/TWO WAY RADIO FUNCTIONALITY**  
**(Per RFP [Section 3.1.4](#))**

**Plan Type or Name:** \_\_\_\_\_

**Recurring Monthly Charges**  
**(Per Mobile/Cellular Telephone Number):**

	<b><u>Monthly Cost</u></b>	<b><u>Non-Recurring Cost</u></b>	<b><u>Monthly Allowance</u></b>	<b><u>Per Minute Cost</u></b>	<b><u>Overage Cost</u></b>
Push to Talk Only	\$	\$		\$	\$
Group Capability	\$	\$		\$	\$

**Plan Coverage:** \_\_\_\_\_

**Provide a detailed coverage map for this plan.**

**Must use separate sheet for each plan submitted.**

**Any additional/associated charges not identified will not be paid by the State.**

**SCHEDULE C - WIRELESS PRIORITY SERVICE**  
**(Per RFP [Section 3.1.5](#))**

**Plan Type or Name:** \_\_\_\_\_

**Recurring Monthly Charges**  
**(Per Mobile/Cellular Telephone Number):** \$ \_\_\_\_\_

**Describe in detail how this service is provided. A preprinted documentation sheet may be attached in lieu of a written description here.**

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**Must use separate sheet for each plan submitted.**

**Any additional/associated charges not identified will not be paid by the State.**

**SCHEDULE D - HANDHELD WIRELESS PHONES**

(Per RFP Section [3.1.6.](#))

<b>Category Price Range</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Cost</b>
FREE			\$0.00
List Additional Submissions:			
			\$
			\$
			\$
			\$
			\$
			\$

**Attach complete technical specification sheets of the phone in each category price range.**

**Accessories:**

**Accessories should include but are not limited to:**

Replacement Batteries, Standard and High Capacity	\$
Battery Charging Devices such as AC Adaptors and Mobile DC Adaptors	\$
Headsets	\$
Hands Free Kits	\$
Vehicle Adapter Kits	\$
External Antennas	\$
Carrying Cases and Holsters	\$
Data Cables for Computer Interface	\$
	\$
	\$
	\$

**Bidder may attach multiple pages of accessories to accommodate all telephones bid. Price sheets are to be included for all accessories presented.**

**SCHEDULE D - HANDHELD WIRELESS PHONES (CONTINUED)**

**Installation of Accessories**

**Installations will be performed on customer's premises. Bidder shall quote a fixed cost to install the following items:**

Vehicle Adapter Kits	\$
External Antennas	\$

**The pricing submitted will be the firm pricing for the duration of the contract.**

**Any additional/associated charges not identified will not be paid by the State.**

**SCHEDULE E - WIRELESS NETWORK INTERFACE CARDS**  
 (Per RFP Section [3.1.7.1](#))

<u>Manufacturer &amp; Model</u>	<u>Type of Card (PCMCIA etc)</u>	<u>Cost</u>
		\$
		\$
		\$
		\$

**Wireless Mobile Modems:**

<u>Manufacturer &amp; Model</u>	<u>Type of Modem</u>	<u>Cost</u>
		\$
		\$
		\$
		\$

**Discount Structure:** \_\_\_\_\_  
 \_\_\_\_\_

**Bidder must include technical literature and pricing sheets as part of this schedule. Attach additional sheets as necessary.**

**The pricing submitted will be the firm pricing for the duration of the contract.**

**Any additional/associated charges not identified will not be paid by the State.**



**SCHEDULE F - WIRELESS DATA**  
**(Per RFP Section [3.1.8](#))**

**Wireless Data Services and Associated Devices:**

**High Speed Wireless Network:**

**Type and Name of Network:** \_\_\_\_\_

**Speed and Pricing Options:**

Data Rate in Megabits per Second	\$
Monthly Access Cost	\$
Megabyte Allowance per Month	\$
Overage Cost per Megabyte	\$
Other Costs	\$
	\$
	\$
	\$
	\$

**Bidder must include a flat monthly rate as one of the plans.**

**Must use a separate sheet for each plan submitted.**

**The pricing submitted will be the firm pricing for the duration of the contract.**

**Any additional/associated charges not identified will not be paid by the State.**

**SCHEDULE G - NUMERIC PAGERS**

(Per RFP Section [3.2.1](#))

**Recurring Monthly Charges per Pager:**

a) State of New Jersey	\$
b) Regional	\$
c) Nationwide	\$

**Note: Usage or per message charges will not be accepted.**

**Feature Descriptions:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Additional Options:**

<u>Option</u>	<u>Cost</u>
	\$
	\$
	\$
	\$
	\$
	\$

**Bidder must include technical literature and pricing sheets as part of this schedule. Attach additional sheets as necessary for multiple plans.**

**The pricing submitted will be the firm pricing for the duration of the contract.**

**Any additional/associated charges not identified will not be paid by the State.**

**SCHEDULE H - ALPHANUMERIC PAGERS**

(Per RFP Section [3.2.1](#))

**Plan Name or Type:** \_\_\_\_\_

**Recurring Monthly Charges per Pager:**

a) State of New Jersey	\$
b) Regional	\$
c) Nationwide	\$

Number of Free Calls per Pager	#
Cost per Call Overage	\$
Operator Dispatch Cost	\$
Flat Rate Monthly Cost Option	\$

**Feature Descriptions:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Additional Options:**

<u>Option</u>	<u>Cost</u>
	\$
	\$
	\$
	\$
	\$
	\$

**Bidder must include technical literature and pricing sheets as part of this schedule. Attach additional sheets as necessary for multiple plans.**

**The pricing submitted will be the firm pricing for the duration of the contract.**

**Any additional/associated charges not identified will not be paid by the State.**

**SCHEDULE I - TWO WAY PAGING**  
**(Per RFP Section [3.2.1](#))**

**Plan Name or Type:** \_\_\_\_\_

**Recurring Monthly Charges per Pager:**

a) State of New Jersey	\$
b) Regional	\$
c) Nationwide	\$

Number of Calls and Characters Allowed	#	#
Overcall Charges	\$	\$
Operator Dispatch Cost	\$	
Flat Rate Monthly Cost Option	\$	

**Additional Options:**

<u>Option</u>	<u>Cost</u>
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

**Bidder must include technical literature and pricing sheets as part of this schedule. Attach additional sheets as necessary for multiple plans.**

**The pricing submitted will be the firm pricing for the duration of the contract.**

**Any additional/associated charges not identified will not be paid by the State.**

**SCHEDULE J - ADVANCED WIRELESS MESSAGING SERVICE**  
**(Per RFP Section [3.2.2.1](#))**

**Plan Name or Type:** \_\_\_\_\_

**Recurring Monthly Charges per Unit:** \$ \_\_\_\_\_

Number of Calls and Characters Allowed	#	#
Overcall Charges	\$	\$
Telephone Option	\$	
Flat Rate Monthly Cost Option	\$	

**Feature Descriptions:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Attach additional sheets as necessary for multiple plans.**

**The pricing submitted will be the firm pricing for the duration of the contract.**

**Any additional/associated charges not identified will not be paid by the State.**

**SCHEDULE K - ADVANCED WIRELESS MESSAGING SERVER SOFTWARE, LICENSE AND  
UPGRADE COSTS**  
(Per RFP Section [3.2.2.2](#))

<u>Description</u>	<u>Cost</u>
	\$
	\$
	\$
	\$
	\$
	\$
	\$

**Additional Options and Interfaces:**

<u>Description</u>	<u>Cost</u>
	\$
	\$
	\$
	\$
	\$

**Annual Software Maintenance Cost 2nd through 5th Year: \$\_\_\_\_\_**

**Bidder must include technical literature and pricing sheets as part of this schedule. Attach additional sheets as necessary.**

**The pricing submitted will be the firm pricing for the duration of the contract.**

**Any additional/associated charges not identified will not be paid by the State.**

**SCHEDULE L - ADVANCED WIRELESS MESSAGING DEVICES**  
(Per RFP Section [3.2.2.3](#))

**Device Make and Model:** \_\_\_\_\_

**Cost:** \$ \_\_\_\_\_

**Description:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Bidder must include technical literature and pricing sheets as part of this schedule. Attach additional sheets as necessary.**

**The pricing submitted will be the firm pricing for the duration of the contract.**

**Any additional/associated charges not identified will not be paid by the State.**

ATTACHMENT 7 - RECIPROCITY FORM

**RECIPROCITY FORM**  
**(Optional Submission)**

**IMPORTANT NOTICE TO ALL BIDDERS**

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

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

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

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

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

City /Town/Authority	
County	
State	

Documentation Attached

- Resolution       Regulations/Laws
- Notice to Bidder       Other \_\_\_\_\_

Name of Firm Submitting this information \_\_\_\_\_



## APPENDIX 1- NJ STATE STANDARD TERMS AND CONDITIONS

### STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

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

#### 1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 **BUSINESS REGISTRATION** – Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. Failure to submit a copy of the Business Registration Certificate within the bid proposal may be cause for rejection of the bid proposal.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>

- 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

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

## 2. **LIABILITIES**

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

2.2 **INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

2.3 **INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, naming the State as an additional insured and which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY  
Purchase Bureau – Bid Ref. #

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

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

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

b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

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

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

3.1 **CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.

3.2 **CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend an contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

### 3.3 **BID AND PERFORMANCE SECURITY**

a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

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

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

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

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

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

**3.5 TERMINATION OF CONTRACT**

- a. For Convenience

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

- b. For cause:

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

- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.

- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4. TERMS RELATING TO PRICE QUOTATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE

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

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

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