

Exhibit “A”

TERMS AND CONDITIONS

JOHNSTON COMMUNICATIONS ("Johnston"), a division of Johnston G.P., Inc. and the TOWNSHIP OF WEST ORANGE (the "Customer") (collectively the "Parties") hereby agree to the following terms and conditions of this Maintenance and Services Agreement (the "Agreement"):

1. MAINTENANCE OBLIGATIONS. Johnston hereby agrees to service and maintain the described system hardware and software in accordance with the following provisions:

- Within twenty-four (24) hours of the Customer's request, Johnston will provide regular repair of malfunctions which originate within the hardware or software.
- Within three (3) hours of the Customer's request, Emergency service involving a hardware or software outage of all or a substantial part of the installed system, except that all service will be rendered between 8 AM and 5 PM Monday through Friday unless otherwise expressly requested.
- Work provided between 5 PM and 8 AM Monday through Friday or weekends and holidays at the customer's request will be billed at the then applicable overtime hourly rate with a minimum of (4) four hours.
- Software patches and updates within the installed generic software release that are deemed necessary to keep the maintained system in good working condition that require the system to be made unavailable for use installed during 8 AM and 5 PM will be non-billable, but labor performed at the customer's request between 5 PM and 8 AM will be billable at the then applicable overtime hourly rate with a minimum of (4) four hours.
- During service visits, Johnston will replace necessary parts on an exchange basis without charge, however, if parts are no longer manufactured and alternate standard replacement parts are not available, requiring alternate repair parts to be specially made, Customer agrees to pay the difference between the cost of the standard replacement part, when last available from the manufacturer, and the actual cost of the specially made part to Johnston.
- Upon manufacturer retirement of a product or application where Johnston is no longer able to obtain hardware or software support, the customer will be notified of the retirement and will be given the option to either remove the product from the maintenance contract or replace the product or application with the new market current product or application at market current prices without affecting the terms and price of the maintenance contract provided the replacement is like for like. If the customer does not request the necessary upgrades made available due to manufacturer retirement of products, Johnston Communications reserves the right to cancel and terminate this contract upon written notice.

- This Contract does not cover the replacement of parts lost, stolen, damaged by accident, negligence, or causes other than ordinary use, nor does it cover repair or damage caused by the failure of battery back-up or UPS systems.
- UPS system coverage (if applicable) only includes manufacturer warranty. Replacement battery packs required due to battery pack failure during the maintenance contract coverage period will be purchased separately.
- Maintenance does not include labor and material cost of additions to, rearrangements, relocations, upgrades, or removal of equipment.
- If persons other than Johnston representatives perform maintenance or repair of the equipment, and Johnston is required to restore the equipment to good operating condition by reason thereof, all labor and material associated with these repairs will be billable, and Johnston reserves the right to cancel the maintenance contract without refund.
- If the Customer requests service outside the scope of this Contract, such repair or services will be furnished at Johnston's applicable rates for time and materials then in effect.
- In the performance of all of these various services, Johnston shall have, and the Customer hereby grants, full and unrestricted access to the premises on which the equipment is located.

2. PAYMENT. The fees for maintenance and service under the Agreement shall total \$41,407.24 to be paid on a monthly basis at \$1,725.30 per month (the "Monthly Rate"). On the first day of each month, Johnston shall issue an invoice to Customer for the Monthly Rate of \$1,725.30. Payment shall be due on the twentieth (20th) day of each month. For services requested between 5 PM and 8 AM Monday through Friday or weekends and holidays, the above terms and conditions apply and additional labor charges will be added to the next issued invoice for payment by Customer.

If equipment is added to the described system subsequent to commencement date of services, a new monthly charge will be computed to take into account the increased cost of servicing and maintaining the equipment added. However, such additional maintenance charge for added equipment will not take effect until the expiration of the warranty period applicable to that equipment.

3. TERM. This Agreement shall become effective upon execution by the Mayor of the Township of West Orange, following approval by resolution of the Township Council for the Township of West Orange Township (the "Effective Date"). All Service shall be provided for a term of two (2) years commencing on January 1, 2015 through December 31, 2016 (the "Term").

4. EARLY TERMINATION. Customer may terminate this agreement upon thirty (30) days notice to Johnston that Johnston's performance has not been satisfactory to the Customer. In the event the Customer fails to make timely payments as required under this Agreement, or in the event that the Customer terminates this Agreement prior to the expiration of the contract period, then the Customer agrees to pay Johnston all amounts due and owing up to the termination of the

Agreement and payment for the additional thirty (30) days during which time Johnston will continue providing service under the terms of this Agreement for the thirty (30) day period.

5. INCORPORATION OF STATE CONTRACT. All other terms and conditions of this Agreement shall incorporate the terms and condition of the Request for Proposal promulgated by the New Jersey Department of the Treasury, Division of Purchase and Property annexed hereto as Attachment "A." Johnston shall be bound to Customer under the terms and conditions provided therein.

6. NOTICE. Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier, to:

For Customer:

Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attention: Anne Desantis, Purchasing Agent

With a copy to

Richard D. Trenk, Esq.
Trenk, DiPasquale, Della Fera and Sodono, P.C.
347 Mt. Pleasant Avenue, Suite 300
West Orange, NJ 07052

For Johnston:

Johnston Communications
c/o Airbus DS Communications
322 Belleville Turnpike
North Arlington, NJ 07031
Attention: Michael Quiroga.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the Effective Date described above.

JOHNSTON COMMUNICATIONS

By: Joe Martino  Dated: 12/11/14, 2014
Name: Joe Martino
Title: Senior Vice-President

TOWNSHIP OF WEST ORANGE

By: _____
Mayor Robert D. Parisi
Township of West Orange

Dated: _____, 2014

Attest: _____
Karen J. Carnevale, R.M.C.

Attachment “A”



Request for Proposal 13-X-22183

For: Radio Communication Equipment and Accessories (T-0109)

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	Jan. 10, 2012	5:00 PM
Optional Pre-Proposal Conference (Refer to RFP Section 1.3.5 for more information.)	N/A	N/A
Optional Site Visit (Refer to RFP Section 1.3.4 for more information.)	N/A	N/A
Proposal Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	Feb. 10, 2012	2:00 PM

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

Small Business Set-Aside	Status	Category
	☒ Not Applicable	
	☐ Entire Contract	☐ I
	☐ Partial Contract	☐ II
	☐ Subcontracting Only	☐ III

RFP Issued By

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

Using Agency/Agencies

State of New Jersey
Cooperative Purchasing Members

Date: Dec. 15, 2011

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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 on behalf of the State of New Jersey. The purpose of this RFP is to solicit bid proposals from qualified contractors for the purchase and installation of new radio communication systems, as well as additions to, upgrades of, and maintenance and support of existing radio communication equipment & systems.

Existing NJ State radio communication equipment and systems include, but are not necessarily limited to embedded equipment, components, accessories, and software from three (3) key manufacturers; Motorola Inc. (Motorola Solutions Inc.), Harris Corporation (formerly MACom/Tyco) and Kenwood U.S.A. Corp., To date the State and its cooperative partners have invested approximately \$112mil in various equipment from these three key manufacturers. The approximate value of these contracts is as follows: Motorola, \$110mil; Harris (MACom/Tyco) \$1mil; and Kenwood, nearly three-quarters (3/4) of a million dollars.

The intent of the State for the foreseeable term of a contract resulting from this RFP is to: Maintain and support existing embedded equipment with original manufacturer's, or manufacturer's approved equivalent new and replacement equipment.

The State's intent to support existing embedded equipment includes additions to, upgrades of, and continued ongoing maintenance and support services for its key manufacturing brands; and encourages development and use of new interoperable technology compatible with the State's embedded equipment and systems.

Also included in this RFP are short range point to point communications links, enhanced in building coverage for radio, pager and cellular communication and 9-1-1 Telecommunications Equipment.

The labor portion of this RFP is restricted to the installation of, or additions to and maintenance of existing communication equipment, systems and equipment housing facilities by the original supplier or authorized designee. Proposals for new systems shall have the installation costs factored into the total cost of the system.

Contractors awarded contracts for equipment must be able to provide for installation and maintenance of the equipment. No contract awards will be made for labor and/or wiring only.

In addition to the above, Batteries and Chargers; Test Equipment; Carrying Cases and Headsets; Base Station Furniture and Consoles are included in this RFP.

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

The intent of this RFP is to award contracts to those responsible contractors whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. Up to two (2) awards - per manufacturer's brand ("brand"), and per category will be made by the State under this RFP and the State will make one (1) Primary contract award and one (1) Secondary contract award for each brand and category of equipment. The State, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions, Rev: 10/21/2011 ST&C 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 this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities,

school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

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

1.2 BACKGROUND

The State of New Jersey Office of Information Technology (OIT) is an agency within 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 Plaza, Trenton, New Jersey.

The State of New Jersey and its various agencies and departments use radio communications as an integral part of their governmental activities. These radio systems include base stations, microwave relay stations, signal enhancement bi-directional amplifiers, wireless point to point links, mobile, marine and aviation components, antennas, transmission towers and other accessories. Radio systems provide for and aid public safety and the daily management and operation of State agencies, departments and local jurisdictions that purchase under State contract.

The State is interested in ongoing use of the three (3) primary manufacturer's equipment and systems distributed across the State and dependent upon each individual agency or departmental technical requirements and feature preference. For security reasons, the State will not provide additional detail on the exact distribution, or agency and departmental preference for, and/or use of, embedded equipment and systems. Radio Equipment and systems may be purchased by the State under a contract resulting from this RFP using various approved grants and funding streams from multiple sources with varied purpose. Where relevant, bidders and contractors alike should have at least a commercially reasonable level of understanding of the applicable grant processes and administrative requirements of approved grant funding administered through federal departments and agencies such as FEMA, DHS, and other comparable governmental entities.

The Office of Emergency Telecommunications Services (OETS) is also responsible for administering the State's enhanced 9-1-1 network and implementing the New Jersey Public Safety Interoperable Communications System (NJICS) to assure efficiency and economy. OETS is a unit within the Office of Information Technology. Presently, an approximate combination of three hundred and thirty (330) Public Safety Answering Positions (PSAPs) and Public Safety Dispatch Points (PSDP's) are geographically located in New Jersey. Last year approximately 8,500,000 9-1-1 calls were transferred, or dispatched to the appropriate public service agency.

Additional background information can be found at the following web address:

<http://www.state.nj.us/911/>

This is a consolidation and procurement of the following term contracts, presently due to expire on or about January 31, 2012.

- Radio Communications Equipment and Accessories (T0109)
- Wireless Devices and Services (T2165)
- 9-1-1 Equipment (T1044)

Bidders interested in the current contract specifications and pricing information may review the current contracts at <http://www.state.nj.us/treasury/purchase/pricelists.shtml>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Division will electronically accept questions and inquiries from all potential bidders via the web at <http://ebid.nj.gov/QA.aspx>.

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

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

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Division's website after the cut-off date. (See RFP Section 1.4.1 for further information.)

1.3.2 SUBMISSION OF PROPOSAL

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

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

Directions to the Division are available on the web at:
<http://www.state.nj.us/treasury/purchase/directions.shtml>.

Note: Bidders using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Purchase Bureau.

Procedural inquiries concerning this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address also may be used to submit requests to review proposal documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

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

1.3.3 ELECTRONIC BIDDING (EBID)

The Division is pleased to announce its electronic procurement modernization process. This RFP provides to the bidder the opportunity to electronically submit its proposal. A new electronic bidding – “eBid” – application is made available to vendors to promote an easier, more efficient method to submit proposals.

On-line Electronic Bid Training Sessions:

Online electronic bid training for the eBid process is available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. The bidder is strongly encouraged to utilize the on-line training session before attempting to submit an eBid. It will be the bidder's responsibility to ensure that the eBid has been properly submitted.

1.3.4 OPTIONAL SITE VISIT

Not Applicable to this Procurement

1.3.5 OPTIONAL PRE-PROPOSAL CONFERENCE

Not Applicable to this Procurement

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, THE BIDDER MUST SELECT THE PROPOSAL NUMBER ON THE WEB PAGE AT <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 Division's "Bidding Opportunities" website on a daily basis from time of RFP issuance through proposal opening.

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF PROPOSAL

Your proposal can be released to the public during the protest period established pursuant to N.J.A.C. 17:12-3.3, or under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., (OPRA) or the common law right to know. As provided in N.J.A.C. 17:12-1.2(b):

Subsequent to bid opening, all information submitted by bidders in response to a bid solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a bidder, except as may be exempted from public disclosure by OPRA and the common law.

Any proprietary and/or confidential information in your proposal will be redacted by the State. A bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the bidder has a good faith legal and or factual basis for such assertion. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the bidder accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal.** In the event of any challenge to the bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

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

1.4.5 PROPOSAL OPENING

On the date and time proposals are due under the RFP, all information concerning the proposals submitted may be publicly announced and those proposals, except for information appropriately designated as proprietary and/or confidential, shall be available for inspection and copying. In those cases where negotiation is contemplated, only the names and addresses of the bidders submitting proposals will be announced and the contents of the proposals shall remain proprietary and/or confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION IN HARD COPY PROPOSALS

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

1.4.7 BID/PROPOSAL ERRORS

In accordance with N.J.A.C. 17:12-2.11, "Bid Errors," a bidder may withdraw its proposal as described below.

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

If, after proposal opening but before contract award, a bidder discovers an error in its proposal, the bidder may make a written request to the Supervisor of the Bid Review Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. After bid opening, while pursuant to the provisions of this section, the bidder may request to withdraw its

proposal. Permission to withdraw a bid is granted and approved at the discretion of the Director. The Division also may take notice of repeated or unusual requests to withdraw by a bidder and take those prior requests to withdraw into consideration when evaluating the bidder's future bids or proposals.

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

Department of the Treasury
Purchase Bureau
PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Bid Review Unit

If during a proposal evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it.

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

1.4.8 JOINT VENTURE

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, and Affirmative Action Employee Information Report must be supplied for each party to a joint venture. NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. Refer to Section 4.4.2.1 of this RFP.

1.4.9 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE

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 its 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 as it deems appropriate to supplement the stated survey information.

The 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 proposal response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to bidder, etc. It is the responsibility of the bidder to provide documentation with the proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public proposal opening. Written evidence for a specific

procurement that is not provided to the Director within five (5) working days of the public proposal opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS

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. In addition, pursuant to N.J.S.A. 52:34-12(a) and N.J.S.A. 52:18A-19 the Director retains the right to reject all bids if it is in the public interest.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

Addendum – Written clarification or revision to this RFP issued by the Division of Purchase and Property.

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

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

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

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

Contractor – The bidder awarded a contract resulting from this RFP.

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

Division – The Division of Purchase and Property

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

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

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

May – Denotes that which is permissible, not mandatory.

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

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

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

Should – Denotes that which is recommended, not mandatory.

Small business – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue, Small Business Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

State – State of New Jersey.

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

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

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

Task – A discrete unit of work to be performed.

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

2.2 CONTRACT-SPECIFIC DEFINITIONS

Authorized Dealers – The manufacturer authorizes a dealer to use its contract number. Purchase Orders and Payments can be made directly to the authorized dealers.

Automatic Location Identification (ALI) – The database interface and retrieval capability providing the E911 system with current, specific employee or tenant location information to expedite emergency response times to the site of the emergency, not just to the building or office location.

Automatic Number Identification (ANI) - The automatic display of the calling party's telephone number.

Commission - The New Jersey State Public Safety Communications Commission established pursuant to N.J.A.C. 52:17C-2 which shall assist the Office of Emergency Telecommunication

Services in planning, design, and implementation of the statewide enhanced 9-1-1 telephone system and the New Jersey Interoperable Communications System.

Computer Aided Dispatch (CAD) - A computer system designed to assist PSAP operators and dispatchers to increase the efficiency and accuracy of dispatching public safety services

DHS – (U.S.) Department of Homeland Security

FEMA – Federal Emergency Management Agency

Market Basket - is an identified list of batteries for portable radios which will be made available after bid opening to be used for evaluation purpose.

OEM – Original Equipment Manufacturer

OIT – Office of Information Technology

Public Safety Answering Point (PSAP) - The first point of reception of a 9-1-1 call.

Public Safety Dispatch Point (PSDP) - The location that provides dispatch services for one or more public safety agencies.

Remanufactured - Equipment, parts and/or systems that have been repaired and upgraded to the latest higher revision level. The remanufacturing process makes the equipment (used or new) into a finished product that is the latest release and ready for resale. Remanufactured is a term for the highest level of refurbished equipment.

Severity Level 1– An equipment/service failure or malfunction that significantly impairs the using agency's ability to communicate. A severity level 1 exists when a using agency is to a large extent out of service.

Severity Level 2– An equipment/service failure or malfunction that prohibits a using agency from providing acceptable service. All or partial service is limited to a reduced capacity. This reduced capacity is said to exist when 25% or more of the facility is out of service.

Severity Level 3– Equipment failure or malfunction that is not currently impairing a using agency's ability to perform critical services. However, if additional failures or malfunctions occur prior to repair, the using agency will be operating at a reduced capacity.

Severity Level 4 – Equipment failure not critical to the using agency and services can effectively continue until repairs are completed.

Station Apparatus – Ancillary electronic and small hardware equipment installed on the customer premises.

Subcontractors – A manufacturer or authorized dealer can utilize a sub-contractor to perform work under the contract. A sub-contractor cannot directly receive purchase orders or payments under a State contract.

Systems - An organized assembly of equipment, personnel, procedures and other facilities designed to perform a specific function or set of functions as a particular End User's site or sites.

Trunked - A system in which a number of radio channels are pooled together, and depending on demand, the frequencies are distributed according to traffic levels.

Non – Trunked - A system which uses only one channel for communications.

Update – Is a maintenance fix to enhance functionality and overcome glitches in current version of software. It is not a major release or version change.

Upgrade - It is a new release of software that may impact functionality and cost.

End Definitions Section

3.0 SCOPE OF WORK

3.1 GENERAL

The type of equipment specified in this proposal is that equipment specifically required for use in the FCC designated private land mobile, general mobile and emergency services in all its classes of stations. While this description primarily covers VHF and UHF radio equipment, it is not intended to exclude other modes of operation or frequencies normally used by public service agencies such as Amateur Radio, Aviation Services, Microwave, Analog and Digital Trunking, Networking, Marine Services, Interconnect Systems, Interoperability Systems, Emergency Services etc. Additionally, this proposal also covers the telecommunications ancillary equipment answering services used in a PSAP and PSDP necessary for providing enhanced 9-1-1 services. Accordingly, interested bidders, i.e. prospective contractors, should respond to equipment categories which they are authorized to supply/sell, to and within the limits of their supply capability.

3.2 EQUIPMENT CATEGORIES

1. Installation, warranty, maintenance and repair for the following categories: Radio Base Station Control Equipment & Accessories:
 - a. Including Analog and Digital, Trunked and Non-Trunked Radios; base station equipment and repeaters.
 - b. Also includes: local control - DC/Tone, Local/Remote - DC/Tone, Remote DC/Tone modems, interconnect equipment and voice activated intercoms with radio interface.
2. Portable Radio Equipment & Accessories:
 - a. To include Analog and Digital, Trunked and Non-Trunked Radios; Portable Radio Equipment and Personal Portables, all with Accessories and Options.
 - b. Also includes: Remote and Receiving Pagers, including Lo-Band VHF, Hi-Band VHF, UHF, 800 and 900 MHZ, to be used in emergency services such as fire and first aid.
 - c. This category does not include general-purpose pagers and messaging devices currently included within the State's Wireless Devices and Services contract.
3. Mobile Radio Equipment & Accessories:
 - a. To include Analog and Digital, Trunked and Non-Trunked Vehicular Radios all with Accessories and Options.
4. Aircraft AM & FM band radios -- Includes all communications equipment designed for the aviation radio service that conforms to FCC regulations Title 47, Part 87, Aviation Services. Also included in this category are any devices that aid in navigation, collision avoidance, weather conditions etc.
5. Marine AM & FM band radios -- Includes all communications equipment designed for the marine radio service conforming to, and in compliance with FCC regulations, Title 47, Part 80, Stations in the Maritime Services. Also included in this category are any devices that aid in navigation, weather conditions, emergency location, etc., such as defined by the FCC Wireless Telecommunications Bureau as services.
6. Amateur -- Includes all communications equipment designed for the Amateur Radio service that will operate on all allocated Amateur frequencies and modes. All transmitting devices must be type accepted under FCC Regulations Title 47, Part

97, Amateur Radio Service. This category may also include frequency scanning receivers, packet radio equipment, GPS, digital modes, and other equipment covered under FCC Regulations, Title 47, Part 95, Personal Radio Services.

7. Gateway devices -- Used to provide interoperability for dissimilar communications systems in emergency situations.
8. Antennas - Mobile, Portable, Base Station.
9. Microwave Equipment, Radios and Antennas -- Included all communications equipment designed for Fixed Microwave Service that conforms to FCC regulations Title 47, Part 101, Fixed Microwave Service.
10. Antenna systems and bi-directional amplifier equipment used to provide enhanced in building coverage for cellular telephone and paging equipment.
11. Short range point to point communications equipment.
12. Test equipment, analog and digital, for all installed radio and communications equipment.
13. Spare Parts.
14. Batteries and chargers.
15. Consoles – to include equipment racks and operator furniture,
16. Uninterruptible Power Supplies (UPS)
17. 9-1-1 Telecommunications Equipment.
 - a. Call Answering Equipment
 - b. Instant Playback Recorder
 - c. Logging Recorder
 - d. Computer Aided Dispatch System
 - e. Computer Aided Dispatch Software
 - f. Training Simulators and Software
 - g. Wireless 9-1-1 Location Accuracy Testing Services
 - h. Wireless 9-1-1 Location Validation Equipment and Services

3.3 REQUIREMENTS

3.3.1 FULFILLMENT OF ORDERS

1. Contractors shall only accept orders for and provide quotes only for the specific brand and category of equipment and services that were awarded to them.
2. Contractors awarded equipment in Amateur Radio Equipment, Aircraft, and Marine Categories are authorized to provide all equipment supporting that service, i.e. antennas, base station control equipment, packet data transmission devices, GPS, navigation, emergency location transmitters, etc.

3.3.2 DELIVERY

1. All deliveries shall be FOB destination.
2. Contractor shall be responsible for the delivery of material in first-class condition at the point of delivery and in accordance with best commercial practice.

3. Based on the wide range of products covered by this RFP, the Contractor must confirm a delivery schedule and should ship all stocked items within 48-hours.
 - a. Non-stocked items must be identified by the Contractor within its quote to the Ordering/Using Agency.
 - b. The Contractor may estimate the delivery commitment for non-stocked items.
 - c. A delivery schedule shall be negotiated between the Contractor and the Ordering/Using Agency as part of the ordering process.
 - i. Delivery schedules must be confirmed by the Contractor, and agreed to in writing by the Ordering/Using Agency, within a commercially reasonable period of time based upon commercial availability of the item(s) ordered.
 - d. Contractor shall notify the Ordering/Using Agency at least forty-eight (48) hours in advance of shipment so that necessary arrangements for the receipt of equipment can be made.
4. The Contractor shall, immediately and at first knowledge following receipt of an order, advise the ordering agency in the event deliveries cannot be effected within the negotiated time. The ordering agency then reserves the right to cancel an order subject to delayed delivery, and purchase from an alternate Contractor. There will be no back ordering, except upon specific approval of ordering agency.
5. Brands proposed and delivered must be in strict accordance with those offered in the Contractor's bid and awarded to the Contractor under this RFP.
6. Contractor must be able to provide service and deliver products to all areas of the State. Services shall include: product information, sales, installation, technical support, Using Agency/end-user training, maintenance and warranty support. No consideration will be given to contractors restricted to a geographical area within the State.

3.3.3 PACKING AND SHIPPING

1. Packaging for shipment shall be within commercially reasonable standards and as such, must adequately protect the product to insure safe shipment and delivery.
2. Shipping cases must be marked to show the name of the suppliers, name and address of receiving agency and State purchase order number. Should any of this information be missing, shipment may not be accepted.

3.3.4 PROGRAMMABLE EQUIPMENT

All equipment must be completely operational upon delivery. If the manufacturer does not specifically identify programming costs on the OEM price list, the contractor must submit "Programming Costs" on Schedule M.

3.3.5 BASE STATION AND ANTENNA INSTALLATION

Base Station installation costs are to be based on the mounting of antennas, with appropriate hardware and cabling on existing building structures, including antenna towers, at various levels above ground level. Costs are to include, if needed, the drilling of a single access thru-hole through an outside wall. This hole, when installation is complete, is to be restored to a weatherproof condition and the external and internal wall appearance also restored cosmetically within reason. Installation costs shall be listed on Schedule G of this RFP.

When a using agency selects an antenna, the successful contractor for the base station equipment will guarantee that the electrical and mechanical criteria of the installation meet TIA (Telecommunication Industry Association) requirements, and all local codes, and that all necessary permits are acquired. All heavy-duty mounting brackets support pipes, coaxial cable, weatherproofing, grounding and connectors are to be supplied as specified and/or recommended by the antenna manufacturer for heavy-duty service for these antennas. The antennas are to be suitably protected against lightning damage in accordance with established underwriters, and other industry standard procedures. This is to insure that all mechanical and electrical connections are to be compatible with one another so as to eliminate or reduce to the absolute minimum the possibility of galvanic corrosion between all metallic conductors and connectors.

3.3.6 ANTENNA PATTERN ADJUSTMENT

In some cases, the agency-selected antenna may be of the type that may require adjustment from an omni directional pattern to a directional pattern, as the Using Agency needs dictate. It is, therefore, required of the Base Station installer to indicate an additional charge for this service, if applicable, on Schedule G of this RFP.

3.3.7 COMPONENTS

It is the intent of the State to secure bids on standard items of equipment which can be properly maintained and serviced without the necessity of carrying expensive parts stock or being subject to the inconvenience of long periods of interrupted service due to lack of available parts.

All replacement parts are to be marked and readily identified with the original manufacturer's ("OEM") identification number and shipped by the Contractor to the Using Agency within a commercially reasonable period of time.

All electronic components are to be obtainable as standard industry type units. If any component is re-identified with another designation exclusive to the communications equipment manufacturer, a complete cross-reference is to be supplied indicating the original manufacturer's part number and all performance parameters of the component in question.

State Agencies require, in many instances, the ability to avail themselves of a statewide cadre of strategically located authorized repair stations that are aligned with the manufactured product they wish to purchase. The inability, in the State's judgment, for a contract vendor to provide this authorized repair service in a commercially reasonable and timely manner may result in the contractor not being awarded a purchase order even though his product is of a lower cost. The contractor must identify the number and location of its authorized repair centers for each equipment category proposed. In addition, the State or Using Agency reserves the right, and may require one or more Service Level Agreement(s) ("SLA") for authorized repairs by the Contractor.

3.3.8 SAMPLE EQUIPMENT FOR TEST

The contractor may be required to submit samples of the type of equipment they propose to furnish. If so notified by the State, the contractor shall deliver such samples to the Using Agency within seven days after the giving of such notice. When requested by the State and provided by the Contractor, sample equipment which requires installation or integration by an authorized or specialized technician shall be installed and demonstrated to the Using Agency by the Contractor or the Contractor's authorized representative. The Contractor must assume all responsibility for the safeguard of sample equipment and provide all necessary operational training to the Using Agency. Such samples will then be removed by the Contractor following any Contractor-authorized functional demonstration or testing as requested by the State. The State makes no representation that sample equipment condition upon its return to the Contractor will be the same as when submitted, and the State assumes no responsibility for damage, thereto, whether through testing or otherwise.

3.3.9 MANUALS

Contractor must supply no less than one complete manual set which shall include: a shop repair manual, parts manual, service manual and operator's manual in hard copy and in electronic format at time of delivery for all items which require them for proper operation, service, repair, or parts order by the Using Agency or for the purpose of manufacturer warranty. In addition, on-site operational training and end-user instructions are to be provided if so requested by the Using Agency.

Contractors must also supply one operator/user manual for each unit ordered at time of delivery. These manuals are to be provided by the Contractor and included with the purchase of each unit by the Using Agency.

Bulletins, revisions, factory service notes and corrections are to be supplied by the Contractor to the Using Agency for incorporation into their manual as the manufacturer issues them.

The State may wish to purchase additional copies of manuals. The Contractor shall list the manuals and the cost to the State on Schedule N of this RFP.

3.3.10 PROCEDURAL REQUIREMENTS

1. The contractor shall not order or place in service any type of equipment or service that would result in charges to the Using Agency without a properly executed and approved purchase order form from the Using Agency.
2. If the State chooses after delivery of equipment, but prior to installation, to return the equipment; it may do so if the returned equipment is in its original packing. The Using Agency will pay all return shipping costs; however, the State will not pay any re-stocking fees. The State will have (60) days after receipt to return the equipment.
3. The contractor must be an OEM or a direct authorized dealer/distributor of the manufacturer of the products which it proposes to furnish. The State reserves the right to request the contractor's status at any time. Failure to provide the required certification may result in bid rejection or contract cancellation. Certifications may be requested for major components only, not miscellaneous hardware.
4. The State reserves the right to bid individual requirements separate from any contracts resulting from this RFP when deemed in the States best interest.

3.4 WARRANTY AND RESPONSE TIME

3.4.1 WARRANTY

All equipment and software must operate in accordance with the manufacturer's standard specifications and documentation with a warranty for a minimum period of one year to begin after acceptance. Acceptance is when the equipment is installed either by the Using Agency or the contractor, and the equipment is determined to be in good working order and made operational in accordance with standard specifications and signed off by the Using Agency. To the full extent of the manufacturer's warranty, all repairs and replacement(s) under the warranty is to be at no additional cost to the State or Using Agency for parts, service, labor, and shipping to the State of New Jersey.

Warranty for software includes any updates, upgrades or new releases made available during the warranty period.

If warranty repairs cannot be corrected on site, and the component requiring the repair is crucial to the system, the contractor must supply within the most expeditious, commercially reasonable time period possible and at no additional cost to the State or Using Agency, a replacement or loaner which is functionally equivalent in order to maintain the system while warranty repairs are being completed.

Contractors providing a warranty of less than one year will not be considered for award. Contractors may offer warranties of more than one year; however even though extended warranties will be accepted by the State, extended warranties will not be an evaluation criteria for award.

Pricing for extended warranties, which will take effect after the expiration of the one-year warranty, shall be listed on Schedule O.

3.4.1.1 WARRANTY REPLACEMENT PARTS

Only new OEM or equivalent parts and materials are permissible where replacement of parts and materials are required in accordance with the manufacturer's guidelines. To effect the necessary repairs where such replacement parts are unavailable, the contractor may propose substitute brands provided such brands are awarded to the contractor, and are equivalent or better than those contained in the manufacturer's manual. The burden of establishing interchangeability, suitability and quality of alternate or substitute replacement parts or materials lies with the Contractor; and the Contractor shall at its own expense, furnish all applicable technical literature or documentation and information necessary or related thereto as required by the Using Agency. The Using Agency will review such information as may be provided by the Contractor with respect to the comparative quality and suitability of alternate or substitute equipment, articles or materials and the Using Agency's decision shall be final. Replacement parts shall be available for a minimum of five (5) years from either the date of delivery to the Using Agency or the date of installation in the Using Agency's designated facility, whichever is the later of these dates. All replacement parts provided by the Contractor must be readily identified with the original manufacturer's identification number.

The State may allow remanufactured parts provided the remanufactured parts have a "like new warranty," and for some reason a "new" part is no longer available.

3.4.1.2 PROBLEM REPORTING

The Contractor must provide a toll-free single point of access to a problem reporting and remote diagnostics maintenance center that is staffed 24 hours per day, 365 days per year.

The Contractor must respond to problem reports within thirty (30) minutes of notification. The Contractor's personnel shall have the capability for remote diagnostic testing of supplied equipment. If during this remote testing the problem is cleared from the Contractor supplied equipment on an end-to-end basis, the end user/Using Agency shall be informed so that it may contact other vendors or suppliers as necessary.

Contractor shall provide a list of escalation telephone contact numbers for supervisory personnel of the vendor's problem reporting center.

Authorized dealers of the manufacturer who receive a purchase order directly from the Using Agency must comply with the above paragraphs.

Problem reporting and technical support during the warranty period shall be within the most expeditious and commercially reasonable time period possible and at no additional cost to the State or Using Agency.

3.4.1.3 RESPONSE TIME

The Contractor shall comply with the following response time requirements:

Mean Time to Respond:

Response to a reported problem on problems is thirty (30) minutes unless the Using Agency assigns a high severity, i.e. 1 or 2 in such case response time must be within fifteen (15) minutes. A response is considered to be the actual physical process of resolving the problem not just forwarding the report. Following the State/Using Agency's initial notification, and the corresponding time acknowledged by each party, the Contractor must provide an hourly Response Status update by telephone to the State/Using Agency contact person or its authorized designee.

Mean Time to Repair:

Total outage time on any reported problem shall be no longer than twenty-four (24) hours. Total duration time may be less than twenty-four (24) hours if the reported trouble is deemed a higher severity level by the Using Agency. Service must be restored within the time assigned. The following is the required duration by severity level.

- Severity Level 1 - Outage cleared within 2 hours.
- Severity Level 2 - Outage cleared within 4 hours.
- Severity Level 3 - Outage cleared within 8 hours.
- Severity Level 4 - Outage cleared within 24 hours.

See definitions of severity levels in definitions [Section 2.2](#).

Contractors may offer optional coverage in addition to the mandatory requirements, as long as they meet the mandatory requirements of the RFP.

Using Agencies may file a complaint when vendors violate the contract terms for the products and services they have installed and manage. Circumstances beyond the control of the Contractor and its products and services will always be considered. The ultimate penalty for a Contractor deemed to be non-responsive would be termination of its State contract.

3.5 MAINTENANCE FOLLOWING WARRANTY PERIOD AND RESPONSE TIMES

3.5.1 MAINTENANCE FOLLOWING WARRANTY PERIOD

The Contractor may provide for either an all inclusive maintenance price for one year and/or maintenance based on time and material for maintenance support for equipment and software after the one-year warranty has expired. Attachment 5 includes Schedules H & I which are to be completed by the vendor.

Maintenance for software includes any updates thereto during the maintenance term.

Schedule H is for an annual all inclusive maintenance contract. The Contractor is to list all the equipment to be included under the maintenance agreement and the price for maintenance. Information provided in response to Schedule H must include: labor, installation, preventative maintenance, installation of software updates (on the applicable equipment) and other materials required to repair or replace the equipment which has become inoperable through normal wear and usage.

Schedule I is for maintenance based on time and material/hourly prices. Contractors completing Schedule I must also include a list of material with the hourly rates.

Information provided by the Contractor in response to the exhibits must include maintenance service through a factory approved (i.e. factory supervised, trained, industry licensed personnel, and adequately equipped) local service shop. Such service shall include:

- a) A toll-free single point of access to a problem reporting and remote maintenance center that is staffed twenty-four (24) hours a day, seven (7) days a week for all maintenance plans. This location shall have the ability to perform remote diagnostics for problem solving.
- b) Optional onsite maintenance plans that will cover a twenty-four (24) hour a day, seven (7) day a week requirement.
- c) Routine preventative maintenance.
- d) Periodic checks on equipment performance as required by FCC rules and regulations.
- e) Prompt repair in case of equipment breakdown.
- f) A factory field service force capable of performing all needed inspections, trained personnel to service equipment, and providing other services as might arise in relation to equipment servicing.
- g) Installation of software updates when available.

Schedule J is a copy of the Software Product Schedule. All Contractors must adhere to this agreement. Contractors are not permitted to submit their own maintenance agreement to the Using Agencies. Submission of alternate terms and conditions by a Contractor may result in rejection of that Contractor's bid proposal.

3.5.1.1 POST WARRANTY REPLACEMENT PARTS

Only new parts and materials are permissible where replacement of parts and materials are required in accordance with the manufacturer's guidelines. To affect the necessary repairs where such replacement parts are unavailable, the Contractor may propose substitute brands provided such brands are equal or better than the ones contained in the manufacturer's manual. The burden of establishing interchangeability, suitability and quality of alternate or substitute replacement parts or materials lies with the Contractor; and the Contractor shall furnish at its own expense all applicable technical literature or documentation and information necessary or related thereto as required by the Using Agency. The Using Agency will review such information as may be provided by the Contractor with respect to the comparative quality and suitability of alternate or substitute equipment, articles or materials and the Using Agency's decision shall be final. Replacement parts shall be available for a minimum of five (5) years from either the date of delivery to the Using Agency or the date of installation in the Using Agency's designated facility, whichever is the later of these dates. All replacement parts provided by the Contractor must be readily identified with the original manufacturer's identification number.

The State may allow remanufactured parts provided the remanufactured parts have a "like new warranty," and in the event a "new" part is no longer commercially available.

3.5.1.2 PROBLEM REPORT

The Contractor must provide a toll-free single point of access to a problem reporting and remote diagnostics maintenance center that is staffed 24 hours per day, 365 days per year.

The Contractor must respond to problem reports within thirty (30) minutes of notification. The Contractor's personnel shall have the capability for remote diagnostic testing of supplied equipment. If, during remote testing the problem is cleared from the Contractor supplied equipment on an end-to-end basis, the end user/Using Agency shall be informed so that it may contact other vendors or suppliers as necessary.

Contractor shall provide a list of escalation telephone contact numbers for supervisory personnel of the Contractor's problem reporting center.

Authorized dealers of the manufacturer who receive a purchase order directly from the Using Agency must comply with the above paragraphs.

After the initial warranty period, rates for technical support shall be included in Schedule I.

3.5.1.3 RESPONSE TIME

The Contractor shall comply with the response time requirements set forth in [Section 3.4.1.3](#) of this RFP.

3.6 CURRENT PRODUCTION ITEMS

The Contractor shall provide only new current production items, no used or discontinued items are acceptable.

The Contractor is cautioned that surplus, seconds, factory rejects, closeout or distressed items are not acceptable, and if furnished, will be rejected. Repetitive deliveries of substandard items will result in the Using Agency's being authorized by the Director of Purchase and Property to obtain needed items on the open market and to charge the difference in price to the Contractor.

If the State requires an item no longer in production, the State will allow remanufactured items provided that the item has a "Like New Warranty".

3.7 ITEMS ORDERED AND DELIVERED

Using Agencies are authorized to order and vendors authorized to ship only those items covered by this contract. If a review of orders placed by any Using Agency reveals that material other than that covered by the contract has been ordered and delivered, the Director of the Division of Purchase and Property will take such steps as necessary to have the material returned by the Using Agency regardless of the time elapsed between the date of delivery and discovery of the violation. Full credit will be demanded. Violation of this clause may result in termination of a Contractor's contract, banning the offending Contractor from participating in NJ State purchase and bid opportunities, and removal of the offending Contractor's name from the bid mailing list for a period of up to three (3) years.

3.8 STANDARDS AND CODES

This section is in addition to the Standard Terms and Conditions, Paragraph 3.13, Performance Guarantee of Contractor.

All equipment and installation shall conform to all current applicable Federal, State and Local laws and regulations and Public Employees Occupational Safety and Health Act (PEOSHA) codes, be FCC registered and meet the electrical code standards established by national Electrical Code (NEC), Underwriters Laboratories (UL), Canadian Standards Association (CSA) and American Disability Act (ADA).

Where accessories are to be supplied, they must be compatible with the rest of the equipment.

All Radio and Telecommunication Communication Equipment must:

- A. be FCC Registered
- B. Conform to 9-1-1 Emergency Telecommunications System, [N.J.A.C. 17:24-2.1 et seq.](#)
- C. Conform to the Following Standards (most up to date version)
 - FCC – FCC Title 47: Part 15: part 68.
 - ANSI/TIA/EIA 568-B.1 - Commercial Building Telecom Cabling

- ANSI/TIA/EIA 568-B.1 - Propagation Delay and Delay Skew Specifications for 100 ohm 4-Pair Cable
- ANSI/TIA/EIA 568-B.1-5 - Transmission Performance Specifications for 4-Pair 100 ohm Category 5E Cabling.
- ANSI/TIA/EIA 569 Telecom. Pathways and Spaces
- ANSI/TIA/EIA 606 - The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
- ANSI/TIA/EIA TSB 67 - Transmission Performance Specifications for Field Testing of Unshielded Twisted Pair Cabling Systems.
- ANSI/TIA/EIA TSB 75 - Additional Horizontal Cabling Practices and Standards for Open Offices
- Building Industry Consultant Services International (BICSI) – Telecommunications Distribution Manual.
- NEMA –National Electrical Code
- NENA – National Emergency Number Association - Technical Standards
- IEEE - 802.3
- National Fire Protection Association (NFPA) - NFPA-70 National Electric Code.
- Underwriters Laboratory (UL) Standards

D. Installation must be compliant with:

- N.J.A.C. 5:23
- N.J.A.C. 6.22
- N.J.A.C. 17:24
- N.J.S.A. 18A:18
- Boca National Building Code

E. Surge Compression and Line Conditioning Standards must conform to:

- ANSI Standard C62.41.
- IEEE Standard 587
- UL 1449 Standards for Safety: Transient Voltage Surge Suppressors.
- Federal Information Processing Standards (FIPS) Publication 94: Guidelines on Electrical Power for ADP Installations 9/83.
- NFPA 78: Lightning Protection Code for Buildings.

3.9 PROJECT ENGINEERING/MANAGEMENT, SITE MANAGEMENT

Basic system design and installation resources must be included in the cost of the equipment purchased. Using agencies may require custom design of systems and basic and custom installation resources. Hourly rates for these services must be established at the time of response to this RFP. Contractors shall provide a written proposal to the using agency specifying all service charges in advance of the purchase of the equipment/system.

Any custom design work, site modification, or system integration will remain within the confines of the Purpose and Intent of this RFP. Pricing for Project Engineering/Management and Site Management shall be quoted on Schedule K.

3.10 TRAINING

The Contractor shall provide training and manuals (hard copy and electronic) for all equipment and system operation immediately following system installation. Upon request, the Contractor shall provide a training outline to the using agency. It is expected that an individual, other than

the site installation technician, will perform the training. The site installation technician may provide an overview/introduction/orientation to the newly installed equipment.

The Contractor must provide a resume for each of those individuals who will conduct training.

The Contractor shall provide all-inclusive pricing for all training on Schedule L. The Contractor shall provide all training materials.

3.11 BATTERIES

The Purchase Bureau is working in cooperation with other State agencies and environmental interest groups to ensure that purchasing policies and contracts are in accord with the requirements of the "Dry Cell Battery Management Act," NJSA 13:1E-99.59 et. Seq.

Contractors shall offer Lithium, rechargeable Ni-MH, rechargeable alkaline and rechargeable ni-Cd batteries in standard sizes. Contractors shall participate in the Rechargeable Battery Recycling Corporation (RBRC) program or offer an equivalent alternative.

With all orders for batteries and all products that incorporate batteries, Contractors shall provide detailed written recycling instructions. With any batteries or products containing batteries that incorporate cadmium, lead, or mercury, Contractors shall provide a written explanation of the toxic hazards of these heavy metals in the waste stream.

The Contractor is precluded from offering and, if awarded a contract, providing any battery that does not fully comport with all of the requirements of "Dry Cell Battery Management Acct," NJSA 13:1E-99.59 et. Seq.

The American National Standards Institute (ANSI) Standard, ANSI C18.1M-1992, lists several battery features that must be listed on a battery's label. They are,

- **Manufacturer** – The name of the battery manufacturer.
- **ANSI Number** – The ANSI/NEDA number of the battery.
- **Date** – The month and year that the battery was manufactured, or the month and year that the battery "expires" (i.e., is no longer guaranteed by the manufacturer).
- **Voltage** – The nominal battery voltage.
- **Polarity** – The positive and negative terminals. The terminals must be clearly marked.
- **Warnings** – Other warnings and cautions related to battery usage and disposal.

The Contractor shall adhere to these standard-labeling conventions.

3.12 ENHANCED IN BUILDING WIRELESS COVERAGE

Reliable wireless coverage is not always possible within some of the State's facilities. This coverage can be greatly improved by the installation of internal receiving antennas and relay sites within these facilities (Bi-directional Amplifiers). The Contractor shall propose equipment that can be installed within these facilities, which must accomplish the following:

1. Enhance reception and transmission of cellular telephone signals for all cellular vendors.
2. Enhance the reception and transmission of pager and wireless data signals for all vendors.

The Contractor must provide details and pricing regarding the proposed system(s) on Schedule P of this RFP

3.13 SHORT-RANGE, POINT-TO-POINT WIRELESS LINKS

High-speed, fixed, wireless connectivity is an efficient way to link LAN segments. In many instances, multiple buildings form a functional entity in which the people in the various sites need to function as if they are under one roof. This type of environment is commonly called a campus environment. This type of connectivity may also be utilized to connect remote security devices such as alarm systems and surveillance cameras.

Examples of campus environments include multi-building corporate complexes; university and college campuses; schools within a school board district; metropolitan (municipal) governments operating out of multiple buildings; hospitals; utilities; and metro disaster-recovery networks. A number of wireless-technology choices are available for interconnecting the buildings within a campus LAN. These tend to fall into the following basic categories:

Free-air optics

60/80-GHz, 5.8-GHz and 24-GHz unlicensed

Licensed 6 to 38 GHz

In order to provide continuity and support for existing systems, award(s) for maintenance, moves, changes, upgrades and add-ons will be made for the following brands:

- Kaval
- Motorola
- Alvarion
- Ceragon
- Bridge Wave
- Cisco

3.13.1 REQUIREMENTS

- Contractor's proposed system(s) must support speeds of at least 50 megabits per second.
- Contractor must provide a complete solution including site analysis, installation, frequency licensing, if necessary, and final testing.
- All proposed microwave equipment, radios and antennas, must conform to FCC regulations (Part 101 of Title 47) Fixed Microwave Service.
- Proposal shall only include the required hardware and software necessary to provide the complete communications link between two points. Equipment that will be supported via this link that is not included in other parts of this RFP shall not be considered as part of a contract resulting from this Request for Proposal.
- The Contractor shall provide detail and pricing regarding the proposed system(s) on Schedule Q of this RFP.

3.14 UNINTERRUPTIBLE POWER SUPPLY (UPS)

The proposed UPS shall be capable of providing continuous power to the equipment for one (1) hour in the event that the original power supply shuts down. The UPS proposed shall be capable of operating equipment comparable to a small electronic key telephone system to a large PBX telephone system.

This UPS shall continuously operate from an inverter eliminating switchover time and provide the best isolation from power line fluctuations.

The UPS shall be able to provide, but not be limited to, the following functions/features:

- Absorb power surges
- Full power during brownout
- Display the voltage/amperage current draw
- Display the voltage/amperage currently on line
- Eliminate noisy power sources
- Manual bypass switch
- Monitor and log the status of the power supply
- Provide alarms on error/trouble conditions
- Provide power for a period of time during blackouts
- Orderly and safe shutdown of system during prolonged power failure

The Contractor shall provide UPS pricing for additional power capability as an option in the following lengths of time thirty (30) minutes, one (1) hour, four (4) hours, six (6) hours and eight (8) hours. (See Schedule T)

3.15 9-1-1 TELECOMMUNICATION EQUIPMENT

3.15.1 EQUIPMENT CATEGORIES

The categories of 9-1-1 Telecommunication Equipment & Service included in this RFP are as follows:

- Call Answering Equipment (9-1-1)
- Instant Playback Recorder
- Logging Recorders
- Computer Aided Dispatch (CAD) Software
- Wireless 9-1-1 Location Validation Equipment
- Wireless 9-1-1 Location Accuracy Testing Services
- Training Simulators and Software

3.15.2 CALL ANSWERING EQUIPMENT (911)

9-1-1 Call Answering. (a.k.a. Call Taking) equipment shall be able to terminate all incoming 9-1-1 lines and shall have the following features and capabilities:

- Automatic Number Identification (ANI) display - The automatic display of the ten-digit number used to place a 9-1-1 call.
- Automatic Location Identification (ALI) database interface and retrieval capability in response to an incoming 9-1-1 call in both 10 and 20 digit format
- Automatic Location Identification (ALI) display - The automatic display of information on a computer-like screen, which displays the geographical location of the telephone, used to place a 9-1-1 call. The ability to perform a repeat recall on ALI
- Querying the mobile call back number for wireless calls.
- Selective, fixed and 3 way transfer/conference capability.
- Printer interface - automatic printing of the call detail record information to a printer or a method of electronic storage and retrieval of that information.
- Recorder interface - equipment must interface with logging recorder equipment and instant playback voice recorders
- PSAP equipment must be able to detect incoming TTY calls. Each PSAP position shall be capable of identifying and servicing TTY calls. TTY equipment shall comply with the Americans with Disabilities Act (ADA) requirements.

- CAD Interface - PSAP equipment must be capable of interfacing with Computer Aided Dispatch (CAD) equipment for ANI and ALI interface.
- PSAP equipment shall be accessible by using either a handset or headset interchangeably without any modification.

3.15.3 INSTANT PLAYBACK RECORDER

The Instant playback recorder is a device that records voice or voice/ALI data and is capable of instantly replaying the same. This voice recorder includes a short term (non-archived) voice storage designed to allow the user to recall the most recent telephone and radio calls. The product shall be scalable for use by small, medium and large PSAPs. Equipment functionality shall include:

- Simultaneous Record and Playback of telephone and radio messages
- Rewind and Fast Forward buttons
- Records and displays during playback ALI-captured phone number
- Volume controls
- Each position shall be equipped with the ability to access these features

3.15.4 LOGGING RECORDERS

Logging recorder is a device that electronically records all voice communications and transactions on the 9-1-1 network at PSAPs and PSDPs. A logging recorder provides date/time information, is operative on a continuous or controlled basis, and is primarily for archival purposes. Each emergency telephone line or each emergency answering position must be recorded on a logging recorder. The product shall be scalable for use by small, medium and large PSAPs. Equipment functionality shall include:

- Dual decks/drives such that failure or unavailability of one (1) deck/drive will cause the other deck drive to automatically take over the recording function.
- The ability to search for calls by position, telephone number, channel and date & time.
- Minimum storage for 30 days
- Archive and retrieval functionality.

3.15.5 COMPUTER AIDED DISPATCH (CAD) SOFTWARE

Computer Aided Dispatch (CAD) is software designed to assist PSAP/PSDP operators and dispatchers to increase the efficiency and accuracy of dispatching public safety services. Equipment functionality shall include, at a minimum:

- Software able to reside on a fault tolerant computer system.
- Automatic address input via ANI/ALI interface
- Information entered once to be accessible across all applications
- Integrated mapping allowing graphical plotting.
- Report function (operational and system)
- Archive and retrieval functionality

3.15.6 WIRELESS 9-1-1 LOCATION VALIDATION EQUIPMENT

Wireless 9-1-1 Location Validation equipment is used for conducting validation of the Federal Communications Commission (FCC) adopted accuracy and reliability requirements for ALI as part of its rules for wireless carrier Enhanced 9-1-1 service in CC Docket No. 94-102. Equipment and software functionality shall include, at a minimum:

- Meet all requirements as outlined in the FCC OET-71 Bulletin:
http://www.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet71/oet71.pdf

- Rugged laptop computer designed and built for heavy-duty use that includes the following features:
 - o Shock-mounted components, including disk drives, circuit boards, keyboard and display
 - o Keyboard, displays and ports sealed against dust and moisture
 - o Display designed for use in various lighting conditions
 - o Cases made of magnesium, titanium or other durable lightweight materials
 - o Touch screen displays for input
 - o Meets U.S. Military Standard MIL-STD-810F with ability to mount in a vehicle.
 - o Windows 7 Professional
 - o State of the art Intel or AMD Processor
 - o 750 Gigabit hard drive
 - o Anti-glare Active Matrix color LCD monitor
 - o Global Positioning System with Wide Area Augmentation System (WAAS) capability and external antenna
 - o Data collection unit

3.15.7 WIRELESS 9-1-1 LOCATION ACCURACY TESTING SERVICES

Wireless 9-1-1 Location Accuracy Testing Services is used to conduct validation of the FCC adopted accuracy and reliability requirements for ALI as part of its rules for wireless carrier Enhanced 9-1-1 service in CC Docket No. 94-102. The testing service shall comply with OET-71 guidelines:

http://www.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet71/oet71.pdf

The testing service shall have the following minimum functionality:

- The ability to define test boundaries
- The ability to select the number of test points
- Allow test points to be randomly generated or user specific
- Standard marketed cell phone shall be used for testing
- Approved scripts to be used in the test process
- Ability to generate reports showing test locations and accuracy

3.15.8 TRAINING SIMULATORS AND SOFTWARE

A 9-1-1 simulator is an electronic call taking and dispatching device that recreates the 9-1-1 PSAP Communications Center environment. It allows trainees to take 9-1-1 calls on phone lines, simulate dispatch functions and record the session. The training simulator shall provide the following functionality, at a minimum:

- Simulate full PSAP functionality
- Full ANI/ALI display
- Ability to interact with caller via phone simulation
- Transfer/conferencing functions
- Programmable ALI and CAD format screens and error displays
- Mapping simulation for wireless calls

3.16 COMPONENTS

It is the intent of the State to secure bids on standard items of equipment which can be properly maintained and serviced without the necessity of carrying expensive parts stock or being subject to the inconvenience of long periods of interrupted service due to lack of available parts.

All replacement parts provided by the Contractor must be marked and readily identified with the original manufacturer's ("OEM") identification number and available from the Contractor, to the Using Agency within a commercially reasonable period of time. (See [Section 3.4.1.1](#) Warranty

Replacement Parts). All electronic components are to be obtainable as standard industry type units. If any component is re-identified with another designation exclusive to the communications equipment manufacturer, a complete cross-reference is to be supplied indicating the original manufacturer's part number and all performance parameters of the component in question.

State Agencies require, in many instances, the ability to avail themselves of a statewide cadre of strategically located authorized repair stations that are aligned with the manufactured product they wish to purchase. The inability, in the State's judgment, for a contract vendor to provide this authorized repair service in a commercially reasonable and timely manner may result in the contractor not being awarded a purchase order even though his product is of a lower cost. The contractor must identify the number and location of its authorized repair centers for each equipment category proposed. In addition, the State or Using Agency reserves the right, and may require one or more Service Level Agreement(s) ("SLA") for authorized repairs by the Contractor.

3.16.1 SYSTEM AND ANTENNA INSTALLATION

System installation costs are to be based on the mounting of antennas, with appropriate hardware and cabling on existing building structures, including antenna towers, at the various levels above ground level. Costs are to include the drilling of a single access thru-hole through an outside wall. This hole, when installation is complete, is to be restored to a weatherproof condition and the external and internal wall appearance also restored cosmetically within reason.

The successful Contractor shall guarantee that the electrical and mechanical criteria of the installation meet TIA (Telecommunication Industry Association) requirements, as well as all local codes, and that all necessary permits are acquired. All heavy-duty mounting brackets support pipes, coaxial cable, weatherproofing, grounding and connectors are to be supplied as specified and/or recommended by the antenna manufacturer for heavy-duty service for these antennas. The antennas are to be suitably protected against lightning damage in accordance with established underwriters, Motorola, and other industry standard procedures. This is to ensure that all mechanical and electrical connections are to be compatible with one another so as to eliminate or reduce to the absolute minimum the possibility of galvanic corrosion between all metallic conductors and connectors.

3.16.2 PROGRAMMABLE EQUIPMENT

All equipment must be completely operational upon delivery. If the manufacturer does not specifically identify on the OEM price list pricing for programming, the Contractor must submit the programming costs. See Schedule M.

3.16.3 COMPATIBILITY

All proposed telecommunication equipment and accessories must be compatible with existing network and voice mail systems as appropriate and applicable to the Using Agency's requirements. Primarily, the subject systems which are currently in use in the State of New Jersey are Centrex based. End to end dial access to these systems shall be required from anywhere within the State of New Jersey regardless of network carrier or equipment vendor.

The Contractor shall be solely responsible for the compatibility of the proposed service and equipment with all circuits and facilities as provided by the Local Exchange Company (LEC) and all other common carriers to meet the requirements of these specifications.

3.17 CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume sole responsibility for the delivery, installation, system performance guarantee and maintenance of all equipment and services offered in its proposal

whether or not it is the OEM. The Contractor shall comply with all laws, ordinances and regulations (Federal, State, City and otherwise) covering work there under.

The Contractor is responsible for assuring subcontractor compliance with all terms and conditions of the contract resulting from this RFP. The Contractor will assume sole responsibility for any payments due the subcontractor(s).

All proposed electrical, environmental and space requirements needed shall be approved in advance by the Using Agency and may be performed by the Contractor. All equipment shall be installed in a Using Agency approved secure space and location. Coordination is required with the Using Agency on site contact for work activity within this space.

The Contractor shall be responsible for the following on-site issues:

- Provide lightning and/or surge protection on all network and electrical circuits.
- Protect and secure all materials, supplies and equipment.
- Clean up and remove all debris and packaging material resulting from any work.
- Leave the premises in a clean and orderly condition.

3.17.1 INSTALLATION/PROVISIONING

The Contractor shall provide the following service, if required by the State, on all new systems and major upgrades to existing systems or equipment.

- Assign Project Manager
- Attend Project Meetings
- Create and manage project/implementation plans and Statement of Work (SOW)
- Perform site survey
- Provide daily status report on work performed
- Identify required networking facilities
- Establish change control process
- Provide all appropriate documentation
- Provide a back-up copy of all software required
- Install system/upgrades of associated products
- Perform test on all equipment and obtain user signoff
- Establish in-service date
- Establish user help desk for an agreed upon period of time if required
- Perform final installation tests
- Cutover system
- Resolution of user problem reports
- Remove old equipment (An agency will determine what equipment must be removed and it will confirm its requirements as part of the purchase process).
- Post installation/upgrade critique meeting
- Review level of satisfaction with services provided
- Provide contact and escalation list to using agency

The technical personnel that will install/upgrade the proposed system shall be fully trained and certified by the manufacturer as qualified to install the proposed system.

All installation/upgrade plans shall have prior approval, from the State, before implementation of service.

3.17.2 SYSTEM DOCUMENTATION

The Contractor shall provide a complete set of administrative, installation, maintenance, operational, parts, user and training manuals with each new system installed and/or

upgraded, including all adjunct equipment and telephones. Documentation in a standard electronic format shall also be available as an option.

All documentation issued must be included in the original system price and replaced as update becomes available with each upgrade at no additional cost to the State.

3.17.3 METHOD OF OPERATION

Following the award of any contract(s) by the State as a result of this RFP, the individual Using Agencies and participants in the Cooperative Purchasing Program will be permitted to obtain quotes from the awarded Contractors.

Contractors shall be required to provide contract end users/Using Agency with:

1. A written proposal with the following information
 - The unique identification code assigned to each item (Part Number)
 - The item description
 - The quantity of items quoted
 - The manufacturer's list price
 - The State's percent discount
 - The State's discount list price
 - Other discounts as appropriate (Large Purchase Order Discount section 3.19.1, Annual Equipment Sales Spend Discount, etc.)
 - Total Extended Price
2. Contractor Information- Contractor's name, contact person, contact phone number, contract number date of quote, quote number
3. If requested, an electronic scan or photocopy of the page from the Contractor's original bid proposal detailing the item or service must be provided to the contract end user / Using Agency.
4. If, in the event that an additional or substitute/replacement item is requested by a Contractor for inclusion in its contract, -and- before providing a quote or offering the subject item for sale under its contract, the Contractor must:
 - i. Submit a Contractor's letterhead to the Purchase Bureau and the State Contract Manager requesting the addition/substitution along with any attachments specifying the item or items to be added.
 - ii. Secure a Letter of Authorization from the Purchase Bureau confirming the Contract Manager's review and approval of the Contractor's request.
 - iii. Verify and validate its approval of the addition/substitution item to the contract end user / Using Agency by providing a copy of the executed Letter of Authorization from the Purchase Bureau along with the Contractor's letter requesting the addition/substitution and any attachments clearly specifying the item or items to be added.
 - iv. The Contractor must also provide the contract end user / Using Agency with a price quote matching the approved addition/substitution item before offering that item for sale.

3.18 PRICE

- All prices in price lists shall be net, firm and not subject to increase during the period of the contract and include all transportation charges, FOB Destination, to all NJ Using Agencies. Escalation clauses shall not be accepted.
- All price list discounts shall be firm for the period of the contract.
- In the event of manufacturer'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 the Division of Purchase and Property must be notified in writing of any reduction within five (5) days of the effective date.

3.18.1 MOST FAVORABLE PRICING

Pricing should reflect the State of New Jersey's full buying power. During the term of the Contract, any or all temporary or permanent price reductions, including, by way of example but not limitation, promotional price offers, introductory pricing, or any other offers that provide prices lower than those stated in the Contract, shall be given immediately to the entities eligible to purchase from the Contract. Contractor's billings/invoices for goods ordered or shipped or services performed during the subject price decrease or promotion price period shall immediately reflect such price reduction.

The Contractor specifically agrees to make its reasonable best efforts to insure that the price charged to the State of New Jersey for all products, systems and services provided under this contract shall be no higher than those prices paid by any other state or government entity or private business entity for the identical products, systems and services, throughout the State of New Jersey and the United States, taking into account the volume of purchases and the fact that delivery and installation are included in prices charged under New Jersey contracts.

Contractor shall have satisfied the requirements of this section if any special offers/promotions which the Contractor announces as available to any customer are offered to the State provided the State qualifies and agrees to the terms associated with any such special offers/promotions.

3.18.2 SPECIAL/PROMOTIONAL PRICING

If a Contractor receives an award for a specific product and wishes to offer an additional discount above and beyond its original bid, a request shall be submitted in writing to the Division, as follows:

1. The Request shall be submitted, in writing, or via email to the buyer assigned at the Purchase Bureau, 33 West State Street, P O Box 230, Trenton, NJ 08625-0230. An original and two exact copies shall be submitted.
2. The Division will approve all product updates in writing, which may include email notification, before any updates are offered to any agency. Contractors shall not offer "special pricing" to any State Agency or Cooperative Partner before it has been submitted to and approved by the Division. No requests will be considered within 60 days of contract expiration.

Note: Any product offered at an additional discount over the original discount bid or any special pricing shall be held firm for a minimum of 30-days and be offered to all State of New Jersey Agencies and members of Cooperative Purchasing.

3.19 ADDITIONAL DISCOUNTS

3.19.1 LARGE PURCHASE ORDER DISCOUNT

The State is seeking a discount for large purchases, as listed in the column labeled *Purchase Order Value*, in the Table 1 below.

A large purchase order discount is in addition to the standard discounted pricing applied to a Contractor's contract. Contractor's invoice shall reflect the appropriate discount.

Table 1

Purchase Order Value	Discount %
Less than or equal to \$300,000	Standard Discount (X.X)%
Greater than \$300,000 and less than or equal to \$750,000	%
Greater than \$750,000 and less than or equal to \$2.0 Mil	%
Greater than \$2.0 Mil and less than or equal to \$5.0 Mil	%
Greater than \$5.0 Mil and less than or equal to \$10.0 Mil	%
Greater than \$10.0 Mil	%

***Discounts shall be expressed as a percentage (%) and fractional percentages shall be express to no more than tenths (x.x%) of a percent.**

See Schedule R to provide large purchase order discounts.

3.19.2 ANNUAL EQUIPMENT SALES VOLUME / SPEND DISCOUNT

- A. Under a contract resulting from this RFP, the State is seeking a business level discount improvement based on all equipment sales sold by Contractor under its State contract during the previous year. The Contactor shall provide in its equipment sales / spend report to the State, a Tier-level volume discount for all of its awarded products.
 - a. Tier-Level Volume Discounts offered by the Contractor must clearly indicate the Sales Volume required to achieve each new discount level.
- B. All awarded Contractors are required to report their sales quarterly (see Section 5.24 Contract Activity Report.)
 - a. Contractor(s) shall provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting from this Request for Proposal.
 - b. The quarterly report shall list: Customer Name, Quote Number, Brief Description of Product/Service, Catalog/Part Number/Model, Discount %, Sale Price and total applicable sales and year to date total.
- C. Quarterly Tracking reports shall be forwarded to the State Contract Manager and Buyer by the Contractor within 10 business days of the end of each Quarter based on applicable sales revenue booked.
- D. All sales shall be aggregated quarterly by the Contractor to establish the statewide spend amount.

- a. Sales revenue reporting for the Annual Equipment Sales Spend Discount percent begins the first day of the contract and shall be reset to \$0 each subsequent January 1st with exception to the first partial calendar year.
- b. During the first partial calendar year beginning on the contract effective date the Annual Equipment Sales Spend Discount percent for calendar year 2 shall be calculated by prorating the year to date (YTD) spend amount from the contract effective date through the end of the calendar year.

Reporting Example: If the contract effective date is July 1 and the YTD equipment spend through 182 Days was \$500,000 the calculation is \$500,000 divided by 182 (days) times 365 = prorated spend of \$1,002,747.

- E. A confirming letter shall be sent to the Contractor by the Purchase Bureau Buyer approving the *Annual Equipment Sales Spend Discount percent* and effective date.
- F. Beginning the annual effective date provided in the confirmation letter all invoices shall be based on Contractor quotations and shall reflect the new *Annual Equipment Sales Spend Discount*.

See **Schedule S** to provide Annual Equipment Sales Spend Discount percent.

3.20 NEW TECHNOLOGY

Contractors are encouraged to suggest innovative new services, systems and products to keep pace with technology and changes in the telecommunications industry. Contractors may propose any new service, system or product, which has 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. If the new product, system or services satisfies the aforementioned criterion the new 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 direct 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 the new service, system or product accepted in writing by the Director shall be governed by the terms of the contract, including price. The aggregate price of all new services, systems or products must be equal to or less than the existing contracted service or have a demonstrable cost savings of other resources within one (1) year of use. No product, system or service will be added to this contract if the new functionality offered by a Contractor is available or more appropriately provided under any other existing State contract.

Upon approval from the Purchase Bureau of any new technology additions to the contract, the Contractor shall provide two (2) new dated CD ROM copies of the contract with the additions included

3.20.1 ADDITIONS, SUBSTITUTIONS, DELETIONS

The Contractor may substitute or add products during the term of the contract provided that they are the same brands as originally awarded and serve the same comparable functions as the product they replace.

If an additional or substitute / replacement item is requested by a Contractor for inclusion in its contract after the contract award and before providing a quote or offering the subject item for sale under its contract; additions, substitutions and/or deletions may be allowed under the following conditions:

- A. A written request is submitted by the Contractor on company letterhead, and signed by an authorized representative of the firm addressed to the buyer assigned at the Purchase Bureau Division of Purchase and Property, Treasury, detailing each product and/or service requested along with any attachments specifying the item or items to be added.
- B. The written request may be sent via electronic scan / email and will be reviewed by the Division of Purchase and Property, the State Contract Manager and OIT.
- C. 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.
- D. The submission must also include the product description, manufacturer's part number, manufacturer's list price, the appropriate percent discount and the State's price. The Contractor is required to identify the items being added and deleted.
- E. All additional and substitute items must be approved, in writing, or via email by the Director of Purchase and Property.
- F. The Contractor is not permitted to offer any additional or substitute products or services to any Agency or members of the Cooperative Purchasing Program without written or email approval from the Director. In addition, if a manufacturer is adding or removing dealers from their authorized list, the manufacturer must submit the request in writing as detailed above.
- G. All accepted additions, substitutions and new technology shall be added as "Addendums" to the contract on a periodic basis, and numbered sequentially in the order that they were presented during the life of the contract.
- H. All addendums must also be submitted electronically as PDF, Word® or Excel® documents in order to allow electronic scanning of items and verification of prices.
- I. Addendums shall only contain the equipment considered to be additions, substitutions, and new technology items. Submissions of entire manufacturers' pricelists that include equipment and services not specifically referred to in the Addendum will not be accepted.

Upon approval from the Purchase Bureau of any additions, substitutions, deletions and/or changes to the contract, the Contractor shall provide two (2) new dated CD ROM copies with the changes. The data on these CD-ROM shall be categorized in separate files for additions, substitutions, deletions or changes.

In order to offer an additional product or service, substitution or replacement item to the contract end user / Using Agency, the Contractor must:

- Secure a Letter of Approval / Authorization from the Purchase Bureau confirming the Contract Manager's review and approval of the Contractor's request.
- Verify and validate its approval of the addition/substitution item to the contract end user / Using Agency by providing a copy of the executed Letter of Approval / Authorization from the Purchase Bureau along with the Contractor's letter requesting the addition / substitution and any attachments clearly specifying the item or items to be added.

- The Contractor must also provide the contract end user / Using Agency with a price quote matching the approved addition/substitution item before offering that item for sale.

3.21 PRODUCT END-OF-LIFE NOTIFICATION

The Contractor shall notify the State as described above when it intends to list Manufacturer Discontinued (“MD”) (a.k.a. End-of-life) products on its contract.

- The Contractor shall also notify all contract customers, end users, and Using Agencies who purchased the MD product.
- Notification shall describe its product support plan.
- Notification shall include the product end of support date and the notification shall be at least six (6) months in advance of that date.
- The Contractor must obtain confirmation of receipt of its notification to all contract users of the MD product.
- The Contractor must provide an alternative solution to replace the MD product.
- The Contractor must continue to provide support for the MD product for a minimum of 2 years after the product has been MD’ed.

3.22 TRADE IN PROGRAM

Contractor shall provide a description of its Trade In program detailing its proposed method of operation, equipment eligible under its program and credit schedule.

See Schedule U to provide program description and pricing.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

Use of URLs in a proposal should be kept to a minimum and may not be used to satisfy any material term of an RFP. If a preprinted or other document included as part of the proposal contains a URL, a printed (or if a bid is submitted electronically, electronic) copy of the URL page shall be provided and will be considered as part of the proposal. Additional URLs on the copy of the URL page shall not be considered as part of the proposal unless a copy of those URL pages are also provided.

The forms discussed herein and required for submission of a proposal in response to this RFP are available on the web at <http://www.state.nj.us/treasury/purchase/bid/summary/12x22183.shtml> unless noted otherwise.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a proposal must arrive at the Division in accordance with the instructions on the RFP signatory page accompanying this RFP. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of proposals. **State regulation mandates that late proposals are ineligible for consideration. THE EXTERIOR OF ALL PROPOSAL**

PACKAGES ARE TO BE LABELED WITH THE PROPOSAL IDENTIFICATION NUMBER AND THE FINAL PROPOSAL OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.

4.3 EBID VS. NON-EBID SUBMISSION INSTRUCTION

4.3.1 EBID SUBMISSION OF PROPOSAL

If the bidder is submitting an eBid, hard copy submission is not required. Instructions detailing how to enroll in and submit an eBid are available on the web at <http://www.state.nj.us/treasury/purchase/index.shtml>. Should the bidder choose to submit both an eBid and a hard copy of the bidder's proposal, the eBid proposal will prevail in the event of a discrepancy between the electronic and paper versions.

When submitting an eBid, do not use any symbols (i.e., #, @, \$, &, *) in the filename. In addition, the bidder should name each converted PDF electronic file and folder as follows:

4.3.2 NON-EBID SUBMISSION

The bidder must submit the following bid proposal copies in both hard copy and disc as specified:

One (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal.

One (1) complete and exact copy clearly marked "COPY".

One (1) unbound, complete and exact copy of the original, clearly marked "COPY".

Five (5) complete and exact ELECTRONIC copies of the original proposal in PDF file format on disc (CD or DVD) to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software.

One (1) complete and exact ELECTRONIC copy of the original proposal in an editable and "writable" PDF file format on disc (CD or DVD) for redaction.

Copies are necessary in the evaluation of the proposal and for record retention purposes. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. The bidder should make and retain a copy of its proposal.

4.4 PROPOSAL CONTENT

The proposal should be submitted in two volumes with the content of each volume as indicated below.

Volume 1

Section 1 - Forms (Sections 4.4.1 and 4.4.2)

Section 2 - Technical Proposal (Section 4.4.3) – **This section of the bidder's submission is limited to 25 pages or fewer, with no smaller than a 12 point font.**

Note: Section 3.10, Training; Bidder should include with the bid response, a resume for each of those individuals expected to conduct training under a contract resulting from this RFP.

Section 3 - Organizational Support and Experience (Section 4.4.4)

Volume 2

Section 4 – Price Schedule (Section 4.4.5)

4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete, including signature of an authorized representative of the bidder, and submit the Signatory Page accompanying this RFP. If the bidder is a limited partnership, the Signatory Page must be signed by a general partner. If the bidder is a joint venture, the Signatory Page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the proposal.

4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. Please refer to Section 2.5 of the State of NJ Standard Terms and Conditions and N.J.S.A. 52:34-12.2 for additional information about the McBride principles.

By signing the RFP Signatory Page, or by entering its PIN if submitting an eBid proposal, the bidder/offeror is automatically certifying that either:

- a. The bidder has no operations in Northern Ireland; or
- b. The bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A bidder/offeror electing not to certify to the MacBride Principles must nonetheless sign the RFP Signatory Page AND must include, as part of its proposal, a statement indicating its refusal to comply with the provisions of this Act.

4.4.1.1.2 NO SUBCONTRACTOR CERTIFICATION

For a proposal that does NOT include the use of any subcontractors, by signing the RFP Signatory Page, or by entering a PIN if submitting an e-Bid proposal, the bidder is *automatically* certifying that:

1. In the event the award is granted to bidder's' firm and the bidder later determines at any time during the term of the Contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the State of NJ Standard Terms and Conditions, the bidder will submit a Subcontractor Utilization Plan form for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors.
2. If the contract is a small business subcontracting set-aside, the bidder certifies that in engaging subcontractors, it will make a good faith effort to achieve the subcontracting set-aside goals, and will attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

4.4.1.1.3 NON-COLLUSION

By submitting a proposal, the bidder certifies as follows:

- a. The price(s) and amount of its proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- b. Neither the price(s) nor the amount of its proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before proposal opening.
- c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- d. The proposal of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- e. The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

4.4.1.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by State contractors in their dealings with the State. The guide provides further information about compliance with Section 2.8 of the State of New Jersey Standard Terms and Conditions. The guide can be found at: http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

By signing the RFP signatory page, or by entering a pin if submitting an e-bid proposal, the bidder is automatically certifying that it has read the guide, understands its provisions and is in compliance with its provisions.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:24.2, in the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the proposal. Failure to submit the form will preclude the award of a contract.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form for this purpose.

4.4.1.4 SUBCONTRACTOR UTILIZATION PLAN

All bidders intending to use a subcontractor should submit a completed Subcontractor Utilization Plan with its bid proposal. A Subcontractor Utilization Plan shall be required from each bidder proposing to use any subcontractor(s) prior to the award of any contract resulting from this RFP. Should any bidder intend to use one or more subcontractor(s) and fail to complete and/or submit a completed Subcontractor Utilization form prior to award of a contract resulting

from this RFP, that bidder's proposal may be rejected as a non-conforming bid. Please see the State of New Jersey, Division of Purchase and Property's Subcontractor Forms which includes the Subcontractor Utilization Plan form.

4.4.1.5 SMALL BUSINESS REGISTRATION FOR SET-ASIDE CONTRACTS

NOT APPLICABLE TO THIS PROCUREMENT - Guidelines included for Bid Preparation Only

As defined at N.J.A.C. 17:13-1.2, "Small Business" means a business that is incorporated or registered in and has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees. The program places small business into the following categories: (i) those with gross revenues not exceeding \$500,000; (ii) those with gross revenues not exceeding \$5 million; and (iii) those with gross revenues that do not exceed \$12 million, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

In the event the bidder is a qualified small business with the New Jersey Division of Revenue, Small Business Enterprise Unit, the bidder should provide, as part of its response to this solicitation, proof of its current registration as a qualifying small business. Application and registration requirements are presented on the web at <http://www.nj.gov/njbusiness/contracting/> or by contacting that agency during business hours as indicated below.

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE
SMALL BUSINESS ENTERPRISE UNIT
33 WEST STATE STREET – FIFTH FLOOR
PO BOX 026, TRENTON, NJ 08625-0026
TELEPHONE: 609-292-2146
FAX #: 609-292-8764

**** IF THE BIDDER IS AN INCUMBENT CONTRACTOR AND/OR HAS PREVIOUSLY REGISTERED OR BEEN CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, THE BIDDER SHOULD ENSURE IT IS REGISTERED ON THE DAY OF PROPOSAL RECEIPT AND OPENING WITH THE DIVISION OF REVENUE, SMALL BUSINESS ENTERPRISE UNIT TO BE ELIGIBLE FOR AWARD.**

IN ORDER TO EXPEDITE THE SMALL BUSINESS REGISTRATION PROCESS FOR THIS PROCUREMENT, THE BIDDER MAY FAX A COPY OF RFP PAGE ONE (1) REFLECTING THE PROPOSAL SUBMISSION DUE DATE ALONG WITH THE COMPLETED SMALL BUSINESS REGISTRATION FORM TO THE NEW JERSEY DIVISION OF REVENUE, SMALL BUSINESS ENTERPRISE UNIT TO THE FAX NUMBER ABOVE.

4.4.1.5.1 SMALL BUSINESS SET-ASIDE CONTRACTS

NOT APPLICABLE TO THIS PROCUREMENT

4.4.1.5.2 SMALL BUSINESS SUBCONTRACTING SET-ASIDE CONTRACTS

This is NOT a contract with set-aside subcontracting goals for New Jersey Small Business Enterprises. However, if the bidder intends to subcontract, it must submit a Subcontractor Utilization Plan prior to award of any contract resulting from this RFP per Section 4.4.1.4 Subcontractor Utilization Plan.

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

Proposals should also contain a copy of the New Jersey of Revenue, Small Business Enterprise Unit's proof of registration as a small business for any business proposed as a subcontractor; and documentation of the bidder's good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Bid Review Unit of the Division to effectively assess the bidder's efforts to comply if the bidder has failed to attain the statutory goals.

If the bidder chooses to use subcontractors and fails to meet the small business subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its proposal or within seven (7) business days upon request.

NOTE A BIDDER'S FAILURE TO SATISFY THE SMALL BUSINESS SUBCONTRACTING TARGETS OR PROVIDE SUFFICIENT DOCUMENTATION OF ITS GOOD FAITH EFFORTS TO MEET THE TARGETS WITH THE PROPOSAL OR WITHIN SEVEN (7) DAYS UPON REQUEST SHALL NOT PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

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

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

4.4.1.6 BID SECURITY

NOT APPLICABLE TO THIS PROCUREMENT

4.4.1.7 PRICING

The bidder must submit its pricing on the State supplied Price Sheet/Schedule and supply any additional pricing information as directed in RFP Section 4.4.5.

4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE PROPOSAL

4.4.2.1 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the bidder should submit a copy of its valid BRC and those of any named subcontractors with its proposal. Refer to Section 2.1 of the State of NJ Standard Terms and Conditions.

Any bidder, inclusive of any named subcontractors, who does not have a valid business registration at the time of proposal opening or whose BRC was revoked prior to the submission of the proposal should proceed immediately to register its business or seek re-instatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a bidder's early attention to this requirement is highly recommended. The bidder and its named subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A bidder otherwise identified by the Division as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A bidder who fails to comply with this requirement by the deadline specified by the Division will be deemed ineligible for contract award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A bidder receiving a contract award as a result of this procurement and any subcontractors named by that bidder will be required to maintain a valid business registration with the Division of Revenue for the duration of the executed contract, inclusive of any contract extensions.

4.4.2.2 SERVICES SOURCE DISCLOSURE CERTIFICATION FORM

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of contract, the bidder is required to submit a completed source disclosure form. The bidder's inclusion of the completed Services Source Disclosure Form with the proposal is requested and advised. Refer to RFP Section 7.1.2 for additional information concerning this requirement.

4.4.3 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 proposal should minimally contain the information identified below.

4.4.3.1 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 proposal will lead to successful contract completion.

4.4.3.2 CONTRACT MANAGEMENT

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

4.4.3.3 CONTRACT SCHEDULE

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the bidder.

4.4.3.4 MOBILIZATION AND IMPLEMENTATION PLAN

NOT APPLICABLE TO THIS PROCUREMENT

4.4.3.5 POTENTIAL PROBLEMS

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

4.4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should set forth a brief summary, consisting of no more than one (1) page, 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. This section should address, but not necessarily be limited to: Supply and Delivery of Equipment and Services, High-Priority Order Fulfillment, Emergency Services, Goods and Equipment Stock-outs, End-of Life Product Notification, Supply and Support issues including: Technical Support, Skilled Labor, and Service Level Performance Standards.

4.4.4.1 LOCATION

The bidder must name a primary point of contact with all contact information including telephone number, e-mail address and the physical address of the bidder's office that will be responsible for managing the contract. The bidder should also include the telephone number and name of back-up personnel to contact in the event a primary point of contact is unavailable.

4.4.4.2 ORGANIZATION CHARTS

- a. **Contract-Specific Chart.** The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including subcontractor 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.
- b. **Chart for Entire Firm.** The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

4.4.4.3 RESUMES

The Bidder must submit no less than one (1) detailed resume in order to identify the primary point(s) of contact for the Division of Purchase and Property and/or the State Contract Manager. The resume(s) submitted by the bidder must identify at least one individual serving as the primary sales contact(s), key service and/or distribution management, supervisory and/or key technical personnel assigned to the contract.

The resume(s) should be structured to emphasize relevant qualifications and experience of the named individual(s) in successfully supporting and/or completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- The individual's previous experience in completing each similar contract.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the equipment and/or services required by this RFP.
- With respect to each similar contract, the bidder should include the name, address and a telephone number of up to three (3) references to contact for a reference check.

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

4.4.4.4 BACKUP STAFF

The bidder shall include at least one (1) backup staff that may be called upon to assist or replace the primary individual(s) assigned. Backup staff must be clearly identified as backup staff.

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

4.4.4.5 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder shall provide at least three references for its firm, as evidence of the bidder's ability to successfully complete contracts of similar size and scope, as well as 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.

The bidder shall provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal. The bidder must provide a detailed description of services to be provided by each subcontractor.

4.4.4.6 FINANCIAL CAPABILITY OF THE BIDDER

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

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

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

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

4.4.5 PRICE SCHEDULE/SHEET

The bidder must submit its pricing on the Bid Specific Forms / Excel® Pricing Schedules accompanying this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

Important Note: Bidders must complete the attached Bid Specific Forms and Excel® pricing schedule(s) for each Manufacturer Brand and Equipment Category proposed in response to this RFP. The Bidder must submit with its proposal all Bid Specific forms. Bidder's are instructed to mark "NO BID" on any Bid Specific price schedule for any Equipment Category (ies) it does not propose to provide under this RFP.

4.4.5.1 DELIVERY COSTS

Unless otherwise noted elsewhere in the RFP, all prices for items in proposals shall 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.

4.4.5.2 C.O.D. TERMS

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

4.4.5.3 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 proposal.

- a. Discount periods shall be calculated starting from the next business day after the using agency has accepted the goods or services, received a properly signed and executed invoice 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 invoice shall be deemed the date of the State's response to that invoice.

4.4.6 COOPERATIVE PURCHASING

The bidder should complete the Cooperative Purchasing Form indicating willingness or unwillingness to extend State contract pricing and terms to Cooperative Purchasing partners.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addenda to this RFP, the contractor's proposal, any best and final offer and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the State of NJ Standard Terms and Conditions accompanying this RFP.

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

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **Five (5)** years. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFP. If delays in the

procurement process result in a change to 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 all or part of **two (2)** additional one-year periods, by the mutual written consent of the contractor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the State.

5.3 CONTRACT TRANSITION

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

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR RESPONSIBILITIES

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

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

5.6 SUBSTITUTION OF STAFF

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

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor shall identify the substitute personnel and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the State of NJ Standard Terms and Conditions accompanying this RFP.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval. No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

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

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

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

5.8 OWNERSHIP OF MATERIAL

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

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

5.9 SECURITY AND CONFIDENTIALITY

5.9.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the contractor are confidential. The contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The contractor is prohibited from releasing any financial,

statistical, personnel, customer and/or technical data supplied by the State that is deemed confidential. 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.

The contractor shall assume total financial liability incurred by the contractor associated with any breach of confidentiality.

The contractor and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State and require all staff to view yearly security awareness and confidentiality training modules provided by the contractor. It shall be the contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

Security clearance/background check for all contractors and project staff must be obtained and provided to the State (to protect the State of New Jersey from losses resulting from contractor employee theft, fraud or dishonesty) upon request. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 300-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

5.9.2 SECURITY STANDARDS

1. Network Security: The contractor shall maintain the contractor's network security that – at a minimum – includes: network firewall provisioning, intrusion detection and prevention, vulnerability assessments and regular independent third party penetration testing. The contractor shall maintain network security that conforms to one of the following:
 - A. Those standards that the State of New Jersey applies to its own network, as found in the State of New Jersey Shared IT Architecture document: http://www.state.nj.us/it/ps/it_architecture.pdf.
 - B. Current standards set forth and maintained by the National Institute of Standards and Technology (NIST), including: <http://csrc.nist.gov/publications/PubsSPs.html>
<http://csrc.nist.gov/publications/nistpubs/800-113/SP800-113.pdf>
<http://csrc.nist.gov/publications/nistpubs/800-66-Rev1/SP-800-66-Revision1.pdf>
<http://csrc.nist.gov/publications/drafts/800-125/Draft-SP800-125.pdf>
<http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf>
https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml.
 - C. Any generally recognized comparable standard that the contractor then applies to its own network that is approved by the NJ Statewide Office of Information Security.
- The contractor shall be subject to the same security and infrastructure review processes that are required by NJOIT and its partner Departments and Agencies. The contractor shall submit relevant documentation and participate in the System Architecture Review (SAR) process.
- For "outsourced hosting services", the contractor must demonstrate the ability to not only secure the physical application infrastructure utilizing the above mentioned security requirements, but also control and secure physical access to the application hosting facilities, the racks supporting network infrastructure and processing server equipment, web, application and database servers.

- If the contractor is not supplying “dedicated” hardware resources to host State of New Jersey applications and data, the contractor must demonstrate its strategy to maintain application and/or stack isolation using commercially available security devices to maintain security zones, routing isolation and access control to infrastructure devices and access/security logging (AAA) within its infrastructure.
 - The contractor must supply “cleansed” but detailed network infrastructure diagrams of the application hosting environment for review by NJ OIT Network Infrastructure and Enterprise Security Office.
2. Application Security: The contractor at a minimum shall run application vulnerability assessment scans during development and system testing. Vulnerabilities shall be remediated prior to production release.
 1. All systems and applications shall be subject to Vulnerability Assessment scans on a regular basis.
 3. Data Security: The contractor at a minimum shall protect and maintain the security of data in accordance with generally accepted industry practices and to the standards and practices required by NJOIT.
 - Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State’s Asset Classification and Control policy, 08-04-NJOIT (www.nj.gov/it/ps). Additionally, data must be disposed of in accordance with the State’s Information Disposal and Media Sanitation policy, 09-10-NJOIT (www.nj.gov/it/ps).
 - Data usage, storage, and protection is subject to any applicable regulatory requirements, including those for HIPAA (Health Insurance Portability and Accountability Act), and PII (Personally Identifiable Information), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075) and the New Jersey State tax confidentiality statute, as amended, N.J.S.A. 54:50-8, Payment Card Industry (PCI) Data Security Standard, State of New Jersey Identity Theft Prevention Act, June 2005, State of New Jersey Drivers’ Privacy Protection Act of 1994, Pub.L.103-322
 4. Data Transmission: The contractor shall only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. The contractor shall only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The contractor shall encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.
 5. Data Storage: All data provided by the State of New Jersey or gathered by the contractor on behalf of the State of New Jersey must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Project Manager.

6. Data Scope: All provisions applicable to data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.
7. Data Re-Use: All State provided data shall be used expressly and solely for the purposes enumerated in the contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the contractor. No State data of any kind shall be transmitted, exchanged or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.
8. Data Breach: Unauthorized Release Notification: The contractor shall comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the contractor shall assume responsibility for informing the State Contract Manager and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event.
9. End of Contract Data Handling: Upon termination of this Contract the contractor shall erase, destroy, and render unreadable all contractor copies of State data according to the standards enumerated in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (www.nj.gov/it/ps) and certify in writing that these actions have been complete within thirty (30) days of the termination of this Contract or within seven (7) days of the request of an agent of the State whichever shall come first.
10. Security Audit: The contractor must allow State assigned staff full access to all operations for security inspections and audits which may include reviews of all issues addressed in description of the security approach and willingness to enter into good faith discussions to implement any changes.

5.9.3 SECURITY PLAN

The contractor must provide a security plan. The document shall describe the administrative, physical, technical and systems controls to be used by the system and/or services. The contractor's security plan must, at a minimum, provide security measures for the following areas:

- Facilities Physical Security
- System Security
- System Data Security
- Administrative and Personnel Security

The security plan shall provide for review of the contractor's operations and control system. The contractor shall have the capability to detect and report attempted unauthorized entries into the facility and system. All security requirements for the contractor apply to development, testing, production and backup systems.

The contractor shall provide a summary overview of the security document and describe how it has been incorporated into a larger security program for automated data processing. In the plan, the contractor shall highlight security features of the system.

In addition, the security plan shall identify and define:

- Regulations and security requirements – how the contractor will address security requirements such as PCI, HIPAA, FISMA and etc.
- System, Administrative and Personnel Security - the security responsibilities of and supervision required for information owned and / or operated by the contractor. Security responsibilities include responsibilities for administration of the infrastructure, implementing or maintaining security and the protection of the confidentiality, integrity, and availability of information systems or processes.
- Workforce Security - the control process for hiring and terminating of contractor's employees, and method used for granting and denying access to the contractor's network, systems and applications. Identify and define audit controls when employment of the employee terminates.
- Role based security access – the products and methods for role based security and access to the contractor's infrastructure and access to the State's infrastructure.
- Password Management – the appropriate password management controls to meet defined regulation or security requirements.
- Logging / Auditing controls – the contractor's audit control methods and requirements.
- Incident Management – the methods for detecting, reporting and responding to an incident, vulnerabilities and threats.
- Vulnerability / Security Assessment – the products and methods used for scanning contractor's infrastructure for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments.
- Anti-virus / malware controls – the products and methods for anti-virus and malware controls that meet industry standards. It shall include policy statements that require periodic anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses.
- Firewall – the products and methods for firewall control process and intrusion detection methodology.
- Database – the products and methods for safeguarding the database(s).
- Server and infrastructure – the products and methods for "hardening" of the hardware' operating systems.
- Transmission - the products and methods on how its system addresses security measures regarding communication transmission, access and message validation.
- Data Integrity – the products and methods on the integrity of all stored data and the electronic images, and the security of all files from unauthorized access. The contractor must be able to provide reports on an as-needed basis on the access or change for any file within the system.

5.10 NEWS RELEASES

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

5.11 ADVERTISING

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

5.12 LICENSES AND PERMITS

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

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

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

5.13.2 REMEDIES

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

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State of NJ Standard Terms and Conditions, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.14 LATE DELIVERY

The contractor must immediately advise the State Contract Manager in writing, of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

If the contractor cannot meet the contract completion date for any task or subtask required to be completed by a date certain, the contractor shall provide written explanation to the contract manager with an estimated delivery and/or completion date for the task or subtask. The Contractor shall assume all responsibility for its subcontractors, authorized dealers and resellers.

5.15 RETAINAGE

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

5.16 ADDITIONAL WORK AND/OR SPECIAL PRODUCTS

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

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

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

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

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

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.

5.17 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS

5.17.1 INDEMNIFICATION

Section 4.1 of the State of NJ Standard Terms and Conditions, Rev: 10/21/2011 ST&C is deleted and replaced with the following:

INDEMNIFICATION

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or

materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;

2. The contractor's breach of its obligations of confidentiality; and,

3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the State of NJ Standard Terms and Conditions.

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

5.17.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 4.2 of the State of NJ Standard Terms and Conditions, Rev: 10/21/2011 ST&C regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

f. Professional Liability Insurance: The contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.18 CONTRACT ACTIVITY REPORT

Contractor(s) must provide, on a calendar quarter basis, to the assigned Division representative, a record of all purchases made under the contract resulting from this RFP. This reporting requirement includes sales to State using agencies, political sub-divisions thereof and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-state agencies. Quasi-state agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

Failure to report this mandated information may be a factor in future award decisions. Contractors must submit the required information in Microsoft Excel format.

5.19 ELECTRONIC PAYMENTS

With the award of this contract, the successful vendor(s) will be required to receive their payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget's website at: <http://www.state.nj.us/treasury/omb/forms/index.shtml>. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers vendors access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at AAIUNIT@treas.state.nj.us to request access to this application.

6.0 PROPOSAL EVALUATION

6.1 RIGHT TO WAIVE

The Director reserves the right to waive minor irregularities. The Director also reserves the right to waive a mandatory requirement provided that:

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive proposals failed to meet the mandatory requirement; and
- (3) in the sole discretion of the Director, the failure to comply with the mandatory requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 DIRECTOR'S RIGHT OF FINAL PROPOSAL ACCEPTANCE

The Director reserves the right to reject any or all proposals, 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 proposals will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.

6.3 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.

6.4 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 proposal price was determined.

6.5 PROPOSAL EVALUATION COMMITTEE

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Division. 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(s) in an advisory role.

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

After the submission of proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

After the proposals are reviewed, one, some or all of the bidders may be asked to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The bidder may be required to give an oral presentation to the State concerning its proposal.

Bidders may not attend the oral presentations of their competitors.

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

6.7 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate 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:

6.7.1 TECHNICAL EVALUATION CRITERIA

- a. The bidder's general approach and plans in meeting the requirements of this RFP.
- b. The bidder's detailed approach and plans to mobilize its resources, provide equipment, perform services required under the Scope of Work of this RFP, anticipate and identify possible problems in executing these requirements and meet the ongoing needs of the State and its cooperative purchasing partners to complete the contract successfully. This judgment will include, but not be limited to: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract; availability and commitment to the contract from bidder's management, supervisory and other staff

proposed and the bidder's contract management plan, including the bidder's contract organizational chart..

- c. The bidder's documented overall experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- d. The bidder's documented technical product and service knowledge on contracts of similar size and scope to the work required by this RFP is emphasized
- e. The bidder's ability to present each section of its proposal in a clear, concise manner, and overall quality of information and content provided in the bidder's proposal.
- f. Batteries will be based on a market-basket of batteries of brand-name radios. The market basket items will be determined prior to the bid opening and made available for distribution at the bid opening.

6.7.2 BIDDER'S PRICE SCHEDULE

Important Note: Bidders must complete the attached Bid Specific Forms and Excel[®] pricing schedule(s) for each Manufacturer Brand and Equipment Category proposed in response to this RFP. The Bidder must submit with its proposal all Bid Specific forms. Bidder's are instructed to mark "NO BID" on any Bid Specific price schedule for any Equipment Category (ies) it does not propose to provide under this RFP.

Bidders must submit with its bid the most current, dated, published Original Equipment Manufacturer's ("OEM") price list in effect at the time of bid opening for each Manufacturers Brand proposed. If the Original Equipment Manufacturer ("OEM") does not have a published price list, one must be created by the OEM for the State of New Jersey and identified as the "Official State of New Jersey Price List." All bidders must validate, and shall be held responsible for proposing to the State the most current OEM price list with its bid submission.

Note: Bidders should, and shall be asked to identify and designate the OEM price list pages number(s) where each equipment category proposed can be found in the column titled "**Bidder's Catalog Page for Priceline**" on the **Bid Specific Forms and Price Schedules** Excel[®] pricing schedule pages accompanying this RFP. All discounts proposed must be based upon, and shall be evaluated against the OEM's price list as submitted by each bidder. All price lists and catalogs submitted for pricing purposes shall be in a machine readable and searchable format, and must contain a model number, description, and list price.

Multiple discounts per price line will not be accepted under this RFP. Bidders are instructed to enter one (1) discount per priceline on the Excel[®] pricing schedule accompanying this RFP. However, quantity and category discounts are acceptable and encouraged. Bidders offering quantity and category discounts are instructed to enter a "net" priceline discount on the Excel[®] pricing schedule page(s) accompanying this RFP.

The Bidder must clearly identify each category and corresponding quantity discount proposed on the Excel[®] price sheet. All discount(s) offered must be in compliance with each particular manufacturer and identified with the corresponding equipment category in the Excel[®] pricesheet accompanying this RFP. To clarify, Bidders must directly associate the OEM price list and any category or quantity discounts offered, with its corresponding category priceline on the Excel[®] pricing schedule accompanying this RFP.

The State finds that some Manufacturer's price lists may have equipment, accessories and/or supplies listed or submitted with a Bidder's proposal that are not within the intent of this contract. Those items must not be considered as available for sale to the State, discussed as contract

items with, or sold to any Using Agency. Only those products for which the State Purchase Bureau has received the applicable catalog and price list, and awarded a contract as a result of this RFP may be offered for purchase, or purchased by a Using Agency during the contract period.

For price evaluation purposes only, bidders will be ranked according to the total discount percentage proposed for each Equipment Category. Discount pricing must be identified on the Excel[®] Price Sheet accompanying this RFP and must be based on, and will be evaluated against, the OEM's price list. The bidder offering the highest discount for a specific Equipment Category will receive an additional ten (10) points which will be applied solely to its pricing score. Only one bidder per Equipment Category will be ranked as offering the highest discount in a specific Equipment Category.

6.7.3 PROPOSAL DISCREPANCIES

In evaluating proposals, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

6.7.4 EVALUATION OF THE PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible bidder(s) whose proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses technical criteria, price, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the Director reserves the right to negotiate price reductions with the selected bidder.

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating proposals, the Division may enter into negotiations with one bidder or multiple bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one bidder or multiple bidders. Negotiations will be structured by the Division to safeguard information and ensure that all bidders are treated fairly.

Similarly, the Division may invite one bidder or multiple bidders to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the bidder's original proposal will be rejected as non-responsive and the State will revert to consideration and evaluation of the bidder's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the bidder(s). The Division may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of proposals and as applicable, negotiation(s) and/or BAFO(s), the Division will recommend, to the Director, the responsible bidder(s) whose proposal(s), conforming to the

RFP, is/are most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Division. The Director may initiate additional negotiation or BAFO procedures with the selected bidder(s).

Negotiations will be conducted only in those circumstances where they are deemed by the Division or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the bidder is advised to submit its best technical and price proposal in response to this RFP since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any bidder.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

NOTE: If the Division contemplates negotiation, proposal prices will not be publicly read at proposal opening. Only the name and address of each bidder will be publicly announced at proposal opening.

6.9 COMPLAINTS

A bidder with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the State of NJ Standard Terms and Conditions accompanying this RFP may be bypassed for an award issued as a result of this RFP.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER 134) AND EXECUTIVE ORDER NO. 117 (2008)

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 Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership 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 either Chapter 51 or Executive Order No. 117 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 means 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 Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Division 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 Division Procurement Specialist, 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 Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance Within U.S. of the State of NJ Standard Terms and Conditions.

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form accompanies the subject RFP. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

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

7.1.2.1 BREACH OF CONTRACT

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract. Such contract shall be subject to termination for cause pursuant to Section 5.7b.1 of the State of NJ Standard Terms and Conditions, unless such shift in performance was previously approved by the Director and the Treasurer.

7.1.3 AFFIRMATIVE ACTION

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf.

7.1.4 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of

Revenue prior to the award of a contract. (Refer to Section 4.4.2.1 of this RFP for further information.)

7.2 FINAL CONTRACT AWARD

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

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured. Refer to Section 4.2 of the State of NJ Standard Terms and Conditions accompanying this RFP.

7.4 PERFORMANCE SECURITY

NOT APPLICABLE TO THIS PROCUREMENT

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor

may contact the State Contract Manager if the contractor cannot resolve a dispute with contract users.

9.0 Special Contract Requirements Relating to Work Funded under the American Recovery and Reinvestment Act of 2009 (ARRA)

I. Introduction

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, ("ARRA") was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, and stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

This Section to the Contract addresses additional requirements applicable to all Contracts which are funded in whole or in part with ARRA funds. These additional requirements contained in this Section are subject to change based on further guidance by the applicable Federal agency which has awarded the ARRA funds to the State of New Jersey. The following terms and conditions are consistent with the mandatory requirements for agreements funded by ARRA as are known as of this date. However, the federal government has not fully developed the implementing instructions of ARRA, particularly concerning specific procedural requirements for the new reporting requirements. The Contractor (as defined below) will be provided any changes and/or additions to these requirements as they become available in an ARRA Addendum. The Contractor must comply with all requirements of ARRA. In the event there is any inconsistency between these ARRA requirements and the terms and conditions of the Contract, the ARRA requirements control.

The Contractor agrees and assures that by accepting ARRA funds through the Contract it and its subcontractor(s) will fully comply with the requirements herein and any requirements hereafter issued by the federal government or the State of New Jersey for compliance with ARRA and other related federal and State laws. Further, it is understood that this Contract is subject to all applicable terms and conditions of ARRA.

II. Definitions

"ARRA funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

"Contractor" is defined as any person, including but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the State of New Jersey, or with a person under contract, subcontract, grant, or subgrant with the State of New Jersey, any department in the Executive Branch, the State of New Jersey's independent authorities, commissions, and public institutions of higher education. The term "Contractor" may also include a permittee, licensee, or any agency, political subdivision, instrumentality, or independent authority of the State of New Jersey.

III. General Requirements

A. Flow Down Provision

Contractors must include these Special Contract Requirements contained in this Section in every subcontract over \$25,000,000 that is funded, in whole or in part, by ARRA funds, unless the subcontract is with an individual.

B. Segregation and Payment of Costs

Contractors must segregate the obligations and expenditures related to funding under ARRA. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of ARRA funds shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for ARRA projects. ARRA funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of ARRA and guidance issued by the federal Office of Management and Budget.

Invoices must clearly indicate the portion of the requested payment that is for work paid by ARRA funds.

C. Wage Rates

In accordance with ARRA, §1606, the Contractor assures that it and its subcontractor(s) shall fully comply with said section in that, notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by vendors, contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government, pursuant to ARRA, shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

D. Registration Requirements

In accordance with ARRA, §1512(h), the Contractor and its subcontractor(s) (first-tier) shall register in the Central Contractor Registration (CCR) database at www.ccr.gov, and maintain current registration at all time during the pendency of the Contract. In order to register in CCR, a valid Dun and Bradstreet Data Universal Numbering System (DUNS) Number is required. See www.dnb.com.

E. Buy American

In accordance with ARRA, §1605, the Contractor assures that it and its subcontractor(s) will not use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations, as set out in ARRA, §1605.

F. Whistleblower Protection

In accordance with ARRA, §1553, the Contractor assures that it and its subcontractor(s) shall fully comply with said section, including, but not limited to, assuring that their employees will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the federal government or any representative thereof, the State of New Jersey, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury any information that the employee reasonably believes is evidence of: 1) gross mismanagement of a contract or grant relating to ARRA; 2) a gross waste of ARRA funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; 4) an abuse of authority related to the implementation or use of ARRA funds; or 5) a violation of law, rule, or regulation related to the Contract (including the competition for or negotiation of the Contract), awarded or issued relating to ARRA funds. In accordance with ARRA, §1553(e), the Contractor assures that it and its subcontractor (s) shall post notice of the rights and remedies provided in ARRA, §1553.

G. Prohibition on Use of ARRA Funds.

No ARRA funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, or any other items prohibited by ARRA.

ARRA Job Posting.

Contractors and subcontractors located in the State of New Jersey shall post all job openings created, in whole or in part, by ARRA funds (ARRA Job Openings), on the New Jersey Department of Labor and Workforce Development's New Jersey State Job Bank accessed at <http://NJ.gov/JobCentralNJ> at least fourteen (14) days before the contractor or subcontractor shall commence hiring for ARRA Job Openings. Instructions how to post a job are provided at the site. Posting is not required where the Contractor intends to fill the job opening with a present employee, a laid-off former employee, or a job candidate from a previous recruitment, where pre-existing, legally binding collective bargaining agreements provide otherwise, or where an exception has been granted by the Department of Labor and Workforce Development.

IV. Program Reporting Requirements

Pursuant to Section 1512 of ARRA, in order for the State of New Jersey to prepare the required reports, Contractor agrees to provide the State of New Jersey the following information no later than five (5) days following the end of each calendar quarter, or more frequently as directed by the State of New Jersey:

- a. The total amount of ARRA funds received by Contractor during the reporting period;
- b. The New Jersey contract and order number as applicable;
- c. The amount of ARRA funds that were expended or obligated during the reporting period
- d. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including
 - i. the name of the project or activity;
 - ii. a description of the project or activity;

- iii. an evaluation of the completion status of the project or activity (i.e. not started, less than 50% completed, 50% or more completed; fully completed.); and
 - iv. an estimate of the number of jobs created and/or retained by the project or activity.
- e. For any Contracts equal to or greater than \$25,000 in addition to the information above:
 - (i) the name of the entity receiving the Contract;
 - (ii) the amount of the Contract;
 - (iii) the transaction type;
 - (iv) the North American Industry Classification system (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 - (v) the location of the Contractor;
 - (vi) the primary location in which the Contract is being performed, including the city, state, congressional district and county;
 - (vii) the DUNS number, or name and zip code for the entity headquarters;
 - (viii) the names and total compensation of the five most highly compensated officers of the Contractor if the Contractor received (1) \$25 million or more in annual gross revenue in federal awards; and (2) 80% or more of its annual gross revenues in federal awards; and (3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

V. Inspection of Documents

In accordance with ARRA, §§902, 1514 and 1515, the Contractor assures that it and its subcontractor(s) will cooperate with any representative of the State of New Jersey, Comptroller General, or appropriate inspector general appointed under §3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), in the examination of their records that pertain to, and involve transactions relating to this Contract, and agrees that they and their personnel can be interviewed by said entities regarding this Contract and related program.

VI. Enforceability

If a Contractor or one of its subcontractors fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the State of New Jersey may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies for recovery of misspent funds available to the State of New Jersey under all applicable state and federal laws.

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Exhibit “B”



Johnston Communications

Voice & Data 1.800.437.9828

"We Work For Your Business"

AIRBUS DS Communications | home of **VESTA®**

Quote Date: 12/3/2014

Quote No.: JC45943

Site No.: 101845

Account No: 2414

Original Quote Date: 11/6/2014

West Orange Police - NJ

Support Renewal

Customer Information

Customer: West Orange Police

Contact: Capt. Martin

Phone: 973-325-4000

Support Equipment

VESTA Pallas System

Qty.	Part No.	Description	Unit Price	U/M	Total
1	JC-0001-1	VESTA Pallas Software Support Vesta Pallas BCM Crash Kit	\$2,700.00	EA	\$2,700.00
VESTA Pallas Support Equipment Subtotal					\$2,700.00

Quote Summary

PRODUCT	TOTAL
VESTA Pallas System	\$2,700.00
TOTAL QUOTE	\$2,700.00