



Request for Proposal 12-X-22315

For: Wireless Devices and Services

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	December 1, 2011	5:00 PM
Proposal Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	January 17, 2011	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.

	Status	Category
Small Business Set-Aside	☒ 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 Agencies

State of New Jersey
Cooperative Purchasing Members

Date: November 8, 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 (the "Division"), on behalf of the State of New Jersey. The purpose of this RFP is to solicit proposals for the purchase of wireless telephone and paging devices and services.

To qualify as a wireless telephone device under this RFP, with the exception of pagers and modem type devices, the device must possess a wireless telephone number and its primary function being voice communications.

It is the intent that four (4) separate vendor awards will be made as follows:

- 1) One award for paging services
- 2) Three (3) awards for wireless devices and services (non-pager)

Awards will be made to responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. However, the State 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 State of NJ Standard Terms and Conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in 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 Division'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. In order for the State contract to be extended to cooperative purchasing partners, the bidder must agree to the extension by executing the Cooperative Purchase Form attached to this RFP. Also refer to Section 4.4.6 of this RFP. Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

The State of New Jersey Office of Information Technology is responsible for administering the State's telecommunications services which include the wireless devices & services contract. OIT is headquartered at 300 Riverview Plaza, Trenton, New Jersey.

At present the State has approximately 18,000 wireless devices which include cellular telephones and personal digital assistants (PDAs) associated with service plans. To address coverage issues throughout New Jersey three (3) contracts were awarded as Primary, Secondary and Tertiary awards. During the term of the current contract, Using Agencies are to utilize the Primary Contractor. If the Primary Contractor is unable to perform the work required, the Using Agency shall then utilize the Secondary Vendor. If the Secondary contractor is unable

to perform the work required, the Using Agency shall then utilize the Tertiary contractor. Using Agencies must document their file as to the reason why the Primary Contractor was not utilized.

Awards resulting from this RFP will award up to a maximum of three (3) wireless devices & services contracts. No Primary, Secondary or Tertiary contractor will be designated.

Pagers, currently in excess of 1500 are utilized by State agencies and approximately 6000 more have been acquired by cooperative purchasing partners under the State contract. All are provided by a single vendor under a separate price line of the same contract.

This is a reprourement of the Wireless Devices and Services term contract, presently due to expire on October 31, 2011. Bidders interested in the current contract specifications and pricing information may review the current contract T-216A 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.
- Questions regarding the Standard Terms and Conditions, as set forth in this RFP, and exceptions to mandatory requirements should be posed during this *Electronic Question and Answer Period* and should contain the vendor suggested changes.

Bidders must not contact the Using Agency directly, in person, by telephone or by email, 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 Purchase Bureau 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 being 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.

1.4 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 this RFP and part of 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, you may request to withdraw your proposal and the Director may, in her discretion allow you to withdraw it, 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

3G Network - International Mobile Telecommunications-2000 (IMT-2000), better known as 3G or 3rd Generation', is a family of standards for mobile telecommunications defined by the International Telecommunication Union, which includes GSM EDGE, UMTS, and CDMA2000 as well as DECT and WiMAX.

4G Networks - 4G or 4th Generation is an evolving family of standards defined by the International Telecommunication Union. It is a successor to 3G and 2G families of standards.

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

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

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

Entity – Separate billing units with separate bill to addresses.

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

FCC – Federal Communications Commission

Global Positioning System (GPS) – A system capable of providing a specific location for any place on earth.

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

OIT – Office of Information Technology.

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

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

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

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

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

Smart Phone – Type of phone that combines PDA and Phone capabilities into one unit such as: Blackberry, iPhone, Droid, etc.. These phones also provide internet access & require a subscription to a data plan.

Tethering - Tethering is a process involving the establishment of a connection between a cell phone or other mobile device and a computer. The connection may be created by using a cable to tether the cell phone to the computer, or some type of wireless connection may provide the link. In both scenarios, the purpose of tethering is to allow the mobile device to gain Internet access via the connection to the computer.

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

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

3.0 SCOPE OF WORK

The equipment and services to be acquired are for the purchase, warranty and maintenance of wireless devices which include pagers, cellphones, PDAs and associated peripheral equipment.

- A. One contract will be awarded for paging services
- B. Three (3) contracts will be awarded for wireless devices and services (non-pager)

3.1 WIRELESS TELEPHONE NETWORK, DEVICES AND SERVICE

The contractor shall provide wireless telephone service to include its underlying cellular network offerings and its associated communications devices. All contractors shall be licensed by the FCC as common carriers.

The contractor shall provide a wireless telephone network, devices, services and service conversion plan (see [Section 4.4.3.4, Implementation Plan](#))

See Schedule P1 to provide Wireless Telephone Network, Equipment, Installation and Service Configuration pricing.

See Schedule A to provide Wireless Telephone Network, Equipment, Installation and Service contract pricing.

3.1.1 WIRELESS NUMBER PORTABILITY

The contractor shall support wireless number portability.

3.1.1.1 The State, at its discretion, may begin the conversion of all grand-fathered phones, not supplied by one of the awarded contractors, to an awarded contractor. The contractor shall supply a phased conversion plan to accomplish this objective. See Section 4.4.3.4 Implementation Plan.

3.1.1.2 At the termination of this contract and if another vendor is awarded the new contract, the current contractor shall complete the number portability conversion within one hundred twenty (120) days after being requested by the State.

3.1.2 NETWORK/SERVICE FEATURES

Proposed features shall include, but are not limited to:

- Free Basic Phone with charger and earbud
- Free Basic Phone with charger and earbud without Camera
- Free Basic Push-To-Talk Phone with charger and earbud
- Free Basic Smart Phone/Blackberry with charger and earbud
- State wide Aggregated/Pooled minutes
- State wide Aggregated/Pooled data allotment.
- No Toll or Roaming Charges, on net, Nationwide
- No Toll or Roaming Charges anywhere within the State of New Jersey
- Voice Mail
- Caller ID
- Message Waiting Indication
- Three Way Calling
- Individual Call Detail

- Call Waiting
- With the exception of “911”, any phone supplied, free or purchased, shall not have any pre-loaded numbers in its directory that cannot be removed by the user
- Text Messaging, one plan shall include unlimited messages.
- Internet Access
- Picture and Video sharing, Blue Tooth Connectivity
- Smart Phone Features, Capabilities & Applications
- Data Plans, one plan shall include unlimited access
- Tethering
- GPS navigation and location tracking
- Push to Talk

See Schedule P1 to provide description and pricing for its Network/Service Features and Options on Schedule A for each plan submitted.

See Schedule A to provide description and contract pricing for Network/Service

3.1.3 VALUE ADDED OPTIONS:

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

3.1.4 WIRELESS PRIORITY SERVICE (WPS)

The contractor shall provide wireless priority service.

Wireless Priority Service (WPS) is a priority calling capability that greatly increases the probability of call completion during a national security and emergency preparedness event while using their cellular phone. To make a WPS call, the user must first have the WPS feature added to their cellular service. Once established, the caller can dial a prefix (currently *272) plus the destination telephone number to place an emergency wireless call.

See Schedule B to provide description and contract pricing for wireless priority service for each plan submitted.

3.1.5 WIRELESS TELEPHONE DEVICES

3.1.5.1 HANDHELD WIRELESS PHONES

Contractors proposing wireless service shall also provide compatible wireless handsets and accessories. The contractor shall submit a list of its wireless devices and accessories prices along with complete technical specifications.

The contractor’s wireless devices list shall include all proposed Cell Phone, PDA and ‘Smart Phone’ devices along with any additional charges, such as installation of accessories.

See Schedule C to provide wireless devices description and contract pricing for all proposed devices, accessories or additional charges.

3.1.5.2 REBATES/TRADE INS

The State requires that rebates, which apply to the purchase of phones, shall be deducted from the purchase price of the device. The State of New Jersey cannot accept any rebates for the purchase of equipment. Any monetary value available to the State as the result of trade in of older equipment must be credited to the State's account.

3.1.5.3 CANCELLATIONS

Telephone equipment shall not be deactivated nor may service be discontinued without the prior written request of the Using Agency. Under no circumstance shall equipment be deactivated or services terminated for non-payment without prior written notification and written approval of the State's billing authority.

3.1.5.4 EMERGENCY USE WIRELESS TELEPHONE DEVICES

The contractor shall supply the State with loaned emergency wireless telephone devices.

- Contractor shall supply the State with one-hundred-fifty (150) wireless telephone devices (phones).
- Phones shall be pre-programmed and shall be capable of activation by the entry of a code on the phone or call to a 7 by 24 response center that will immediately activate the phone.

The loaned phones shall be stored at a State designated site.

- The phones will be issued and activated by the State on an emergency basis only.
- At the conclusion of the emergency need, the Users Agency will return the phones to the State designee and the phones will be deactivated.
- Contractor shall bill only the activated phones for service for the period of the activation plus two (2) months to cover any call not billed during the current cycle. During the period of inactivity, the phones shall be billed at a reduced rate See Schedule A

3.1.5.5 REPLACEMENT PHONES

The contractor shall provide the following:

- Replacement phones should be shipped within twenty-four (24) hours.
- All free wireless phones shall be eligible for a free upgrade/replacement on an annual basis.
- All other wireless phones shall be eligible for upgrade/replacement at the State's contracted rate.

3.1.5.6 ACCESSORIES

Proposed accessories should include, but are not limited to:

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

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

See Schedule C to provide description and contract pricing for all proposed accessories.

3.1.5.7 FRAUDULENT CALLS

All State of New Jersey lines shall be monitored for fraud. In the event that fraud is suspected, the contractor may suspend service and notify the State Point of Contact of the suspected fraud. In the event of fraudulent activity, the State shall only be liable for the first \$25 per event. Calls made by employee misuse are not considered fraud in this instance.

3.1.6 WIRELESS MODEMS FOR NETWORK ACCESS

The contractor shall provide wireless modems. A wireless modem is a device which connects the wireless devices described in this RFP to a wireless network.

All proposed wireless modems shall adhere to industry standards, i.e. PCMCIA Type II / III for mobile devices or USB interface devices for mobile, fixed or desktop computer installations.

Contractor shall provide, at a minimum,

- Modem compatible with multiple operating systems.
- Modem in one or all of the following formats: PCMCIA, USB, and Compact Flash. Modem compatible with CDMA Networks or GSM Networks depending on the Contractor's network protocol.
- A trunk mounted ruggedized modem with GPS capability.
- Complete technical specifications for the proposed modems and wide area access Modem/USB devices.
- A choice of at least one FREE modem. Note: trunk mounted ruggedized modems are excluded from this requirement.

See Schedule D to provide description and contract pricing for Wireless Modems.

3.1.6.1 REPLACEMENT WIRELESS MODEMS FOR NETWORK ACCESS

The contractor shall provide the following:

- Replacement modems should be shipped within twenty-four (24) hours.
- All free modems shall be eligible for a free upgrade/replacement on an annual basis.
- All other modems shall be eligible for upgrade/replacement at the State's contracted rate.

3.1.7 WIRELESS DATA NETWORK

The contractor shall provide a Wireless Data Network compatible with 3G and evolving 4G types of networks.

3.1.7.1 Contractor's network shall provide reliable, continuous access coverage to the entire State of New Jersey.

3.1.7.2 Contractor's network shall operate at speeds bursting to at least 144 kbps.

3.1.7.3 The following is not required for Cooperative Purchasing Partners, but may be required upon request by the partner entity.

All wireless phones, PDAs, modems, etc that have the ability to connect to the Internet via wireless or wired connections shall be configured by the contractor prior to delivery with a fixed IP address per user that will direct all Internet or other network traffic to a Mobile Private Network (MPN) provided by the contractor. The MPN will connect to the State's network. No general Internet access shall be allowed on any wireless device. The contractor's network shall encrypt the State-owned devices network traffic through the MPN and decrypt to the State's network. The contractor's network shall conform to the State's 2 factor authentication for authenticating users to the MPN and the State's network. The 2 factor authentication consists of user identification (userid), password and security code.

3.1.7.4 Network offerings shall include a flat rate/unlimited usage option.

3.1.7.5 Network offerings should also include any special use pricing options such as telemetry and public safety. See Schedule E to provide description and pricing for Wireless Data Network plans proposed.

3.1.8 WIRELESS PHONE, MODEM AND ACCESSORY WARRANTIES & SUPPORT

3.1.8.1 All equipment shall operate in accordance with the manufacturer's specifications and warranty for a minimum period of one year to commence upon activation. All repairs and replacements under the one-year warranty shall be at no charge to the Using Agency for parts, service, and labor. With the exception of a newly purchased device that arrives inoperable, all replacement parts and equipment shall be warranted for the remaining term of the original warranty.

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

3.1.8.3 The contractor shall provide twenty-four (24) hour emergency replacement service by the account representative or via overnight delivery at the contractor's expense when requested by the using agency.

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

3.1.8.5 The contractor shall make available to the State a dedicated 'Help Desk' support team. This team shall be familiar with the State and its contract, pricing, terms, etc. This team shall also be able to determine between two levels of authorization and shall be able to enforce controls to keep unauthorized users from performing any cost affecting changes to the State's account. Authorization levels will be provided to the awarded contractor(s).

3.2 ADVANCED WIRELESS MESSAGING DEVICES AND SERVICES

This section is for wireless messaging services and equipment that go beyond basic paging and message functionality. It is understood that some advanced wireless messaging services and devices, such as Blackberry, operate more efficiently in conjunction with proprietary software and servers installed on the user's premises. These servers provide a secure interface between the remote wireless device and the user's internal mail servers. This section is for the service,

software and licenses if required, and any specialized equipment. Servers are not part of this RFP or the contract resulting from this RFP.

3.2.1 SERVICE AND FUNCTIONALITY

Service shall include but is not limited to:

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

See Schedule I to provide description and contract pricing for proposed Wireless Data Network service plans and functionality.

3.2.2 SOFTWARE, INTERFACE AND SUPPORT

The contractor shall provide all necessary software and support to enable a secure interface between the State's email system and all proposed advanced wireless devices if needed.

The contractor provided software shall, at a minimum, provide access to the following e-mail and calendar stores herein known as the primary system:

1. Sun One Calendar
2. Novelle Group Wise
3. Oracle Collaboration Suite
4. Microsoft Outlook Exchange Mail
5. IBM Lotus Notes

The contractor provided software should also support Push E-mail and Calendar on these messaging devices and automatically synchronize the primary system e-mail and calendar. Additional offerings may also be proposed.

See Schedule J to provide description and contract pricing for proposed required and optional software, interface and support as described above.

3.2.3 DOCUMENTATION

The contractor shall provide complete information and documentation for all Advanced Messaging Devices and Smartphones proposed.

See Schedule K to provide documentation for all Advanced Messaging Devices and Smartphones proposed.

3.2.4 MESSAGING DEVICES WARRANTIES

With the exception of "Smartphones" which are covered in Section 3.1.8 of this RFP the following applies:

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

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

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

3.2.4.4 Devices reported as lost by the Using Agency shall be replaced under the terms of paragraph 3.2.4.2 of this RFP. Insurance for replacement of leased devices shall be part of the monthly recurring lease cost with a deductible not to exceed seventy five dollars (\$75.00) for advanced messaging devices. Any device purchased by the State will be replaced at the contracted price.

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

3.3 PAGING DEVICES AND SERVICES

The contractor shall provide an all-inclusive monthly paging service to include its underlying paging network offerings and its associated paging devices.

The contractor shall provide a paging devices and services conversion plan (see [Section 4.4.3.4, Implementation Plan](#)).

The contractor's paging service shall not include start-up fees or cutover costs. There shall be no separate charges or fees related to paging devices.

Individual paging devices shall be leased as part of the paging service based upon a month-to-month term. There shall be no minimum lease term other than for one month. The State offers no guarantee on the number or amount of paging service and equipment to be purchased under this contract.

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

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

Proposed additional services and costs may be included on any of the Schedule listed below.

- A. See Schedule F to provide Numeric Pagers Plan contract pricing, technical details, services, features and optional plans.
See Schedule P8 configuration pricing to provide Numeric Pagers Plan pricing for evaluation purposes.
- B. See Schedule G to provide Alphanumeric Pagers Plan contract pricing, technical details, services, features and optional plans.
See Schedule P9 configuration pricing to provide Alphanumeric Pagers Plan pricing for evaluation purposes.

- C. See Schedule H to provide Alphanumeric Pagers Plan contract pricing, technical details, services, features and optional plans.
See Schedule P10 configuration pricing to provide Alphanumeric Pagers Plan pricing for evaluation purposes.

3.3.1 REPLACEMENT PAGING EQUIPMENT

3.3.1.1 EMERGENCY REPLACEMENT

The contractor shall provide emergency replacement of a defective pager at no cost to the State.

- Contractor shall provide twenty-four (24) hour emergency replacement service at its own expense.
- Emergency replacement service should be provided through the account representative or via overnight delivery when requested by the using agency.
- Billing for the defective paging device shall be suspended for such time as the device is inoperative and the user is not receiving service.
- The contractor shall bear all responsibility for the delivery and cost of delivering its paging devices to the State.

3.3.1.2 PAGER REPLACEMENT (LOST OR STOLEN)

The contractor shall provide for replacement of lost or stolen pager.

- Insurance for replacement shall be part of the monthly recurring lease cost.
- Lost or stolen pagers will be replaced at cost not to exceed \$40.00.
- Billing for the lost or stolen paging device shall be suspended for such time as the device is inoperative and the user is not receiving service.
- The contractor shall bear all responsibility for the delivery and cost of delivering its paging devices to the State.

3.4 GENERAL REQUIREMENTS

3.4.1 BILLING

3.4.1.1 The pricing submitted and awarded shall be the firm pricing for the duration of the contract.

3.4.1.2 All New Jersey State billing and payment issues shall be addressed to the State (i.e., OIT Telephone Billing Section), with the exception of pagers, which will be addressed to the individual agencies.

3.4.1.3 All billing or payment issues and disputes involving usage of this contract by members of Cooperative Purchasing Partners shall be addressed with that entity. The State does not accept any financial responsibility for other entities or local governments.

3.4.1.4 There shall be no term agreements, and no early termination fees for service cancellation. Deactivation of equipment or termination/suspension of service due to a billing and/or payment dispute shall not be permitted without prior written notification and written approval of the State's billing authority. Non-compliance with this requirement may result in contract cancellation.

3.4.1.5 This requirement does not apply to pagers. Wireless Telephone Billing shall be broken down by cell number with call detail associated with that number identified by department and purchase order number. The detail shall include all charges and credits specific to the cell number being invoiced. All charges and credits shall be itemized individually, not consolidated in one general category. Purchase orders received for the purchase of equipment must have the

invoice page signed and returned to the "Bill To" address listed on the Purchase Order to assure prompt payment.

3.4.1.6 Awards may contain products and services provided for the contractor by a third-party in its firm pricing. The contractor shall not impose third-party charges in addition to the firm pricing for which it was awarded (See Section 3.4.1.1).

Contractor shall be able, upon request, to provide description and detail for all charges to include which third-party sub-contractor is providing the service and what the billing charge is for.

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

3.4.1.8 The contractor shall use Generally Accepted Accounting Principles (GAAP) in all financial matters when dealing with the State of New Jersey. This includes, but is not limited to, the application of payment(s) made by the State of New Jersey against the specific contractor invoice(s) for which each payment is made. Any misapplication of payment(s) by the contractor is unacceptable and shall be corrected by the contractor immediately.

3.4.1.9 The State of New Jersey is tax exempt. The State will supply the contractor with documentation upon award. Subsequent billing of New Jersey State sales tax will be credited along with a liquidated damage in the amount of one percent (1%) of the amount of the entire bill that is in error. This liquidated damage assessment is a reasonable estimate of the administrative cost to the State for its employees' time spent correcting billing errors.

3.4.1.10 Billing shall conform to contract price lines. All items invoiced shall have a corresponding price line against which payment is to be made, and all bills shall reflect the Using Agency purchase order number and relevant identification number (i.e., OIT CTR number) or negotiated relevant Cooperative Purchasing number to be paid.

3.4.1.11 The contractor shall support electronic transfer of billing detail in AS2 format. An alternative method is secure File Transfer Protocol (FTP) over Secure Shell Protocol (SSH). Any software licenses necessary to satisfy this requirement are the responsibility of the contractor.

3.4.1.12 Transfer of this billing detail shall be within 5-7 business days following the close of the billing cycle. The electronic billing shall be reconcilable to any summary paper invoices submitted for payment. The electronic information will be utilized as the final source for paying all invoices.

3.4.1.13 Contractor's electronic billing feed and format shall not be changed without prior written notification to the State Contract Manager and State billing authority. Notification will provide specific mapping documentation of field locations from the old version billing feed to the new version and documentation for any new fields that need to be computed or modified. Notification must be made at least thirty (30) days prior to any proposed change.

3.4.1.14 Prior to billing any surcharges, the contractor shall submit documentation to the State detailing what the surcharges are and the basis of the surcharges.

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

3.4.1.16 Wireless devices shall not be deactivated or suspended nor shall service be discontinued without the prior written request of the Using Agency. Under no circumstance shall equipment be deactivated or services terminated/suspended for non-payment without prior written notification and written approval of the State's billing authority.

3.4.1.17 Service and usage billing for cellular service shall be presented to the State or Cooperative Purchasing entity within thirty (30) to ninety (90) days of the actual incurrence of the charge.

3.4.1.18 Billing for a returned faulty device shall be suspended for such time as the device is inoperative and the user is not receiving service.

3.4.1.19 Billing for all wireless devices or services shall cease immediately upon the receipt of a properly executed disconnect order or cancellation notice from the using agency.

3.4.2 REPORTS, CELLULAR SERVICE

The contractor shall provide monthly inventory, account and usage reports to the State as requested. The monthly reports shall be provided electronically to the OIT Telephone Billing Section in a format specified and approved by the State (currently, Microsoft Access and Excel are the preferred formats) and the reports shall be provided by, or be aged no longer than, two (2) weeks from the bill date. The contractor shall provide similar types of reports to cooperative purchasing partners upon request from the cooperative purchasing partner.

3.4.3 NEW TECHNOLOGY

The contractor may submit for approval, via written request, new components, devices, or products, including the installation and maintenance to keep pace with technology and changes in the communications industry. The contractor may propose any of these new components, devices, or products which have come into standard production after contract award and are enhancements to existing products or networks. If a nexus to an existing contract item cannot be made, the addition to or replacement of the new product will not be added to the contract. Such written request shall include the specifications for the new item with evidence that the new item serves the same functional purpose as those already on this contract.

All proposed additions or replacements are subject to review and written acceptance by the Director, Division of Purchase and Property. The acceptance in writing of any new component, device, or product shall be governed by the terms of the contract, including price. The aggregate price of all substituted items shall be equal to or less than the existing contracted item or have a demonstrable cost savings or add incremental measurable value within one year of use. No product or service will be added to this contract if the new functionality offered by the contractor is available or more appropriately provided under any other existing State contract.

3.4.4 ADDITIONS AND SUBSTITUTIONS

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

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

1. Written requests shall be sent to the buyer assigned at the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, detailing each product and/or service.
2. The written request will be reviewed by the Division of Purchase and Property.

3. Added or substituted services and/or products shall meet or exceed performance of the original product and/or service.
4. The product and/or service shall be compatible with the original contract product and/or service.
5. The written submission for additions or substitutions shall include a detailed description of the product and/or service with the page and line item number identified in the original contract for which the product/service will be substituted, as applicable.

3.4.5 METHOD OF OPERATION

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

Upon request, awarded contractors will be required to provide contract users with:

1. A written quote showing the following information:

- A list and product description of each item quoted.
- The quantity of items quoted.
- The manufacturer's list price
- The State's percent (%) discount
- The State's discounted price
- The unique identification code assigned to each item

2. If an item has been added to the contract after the original bid submission, the contractor shall provide contract users with a photocopy of the Letter of Authorization from the Purchase Bureau verifying approval of the addition/substitution with the contractor's letter requesting the addition/substitution and all attachments specifying the item or items to be added.

3.4.6 SERVICE INTERRUPTION OR DISCONTINUANCE

Contractor shall notify the State when it plans to perform work that will create service level interruptions within the state ([See Section 5.0 Special Contractual Terms and Conditions](#)).

3.4.7 E-RATE PROGRAM

The contractor shall provide its E-Rate identification number and its list of E-Rate qualifying products and services. The contractor shall make every effort to continue its involvement in this program and to add products, as applicable.

The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access. It is one of four support programs funded through a Universal Service fee charged to companies that provide interstate and/or international telecommunications services. For additional information go to the following website: <http://www.universalservice.org/si/about/overview-program.aspx>

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/12X22315.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 proposal, hard copy submission is not required. Instructions detailing how to enroll in and submit an eBid are available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. "eBid bidders Only" shall submit their attachments (e.g., attachments, configurations, resumes, schedules, etc.) electronically under "Attach Documents Work Area". It is preferred that eBid files be organized as described in Section 4.4 Bid Proposal Content.

All submitted files should be numbered or named appropriately for the bid files to be reviewed in the order intended by the bidder. In addition, each schedule, attachment and configuration workbook submitted in a bidder's proposal should be provided each as a separate PDF or XLS file named/labeled with its corresponding schedule or attachment letter or number (i.e., ScheduleA.pdf, Attachment1.pdf, Configuration Workbook.xls, etc.).

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:

If the bidder submits 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.

4.3.2 NON-EBID SUBMISSION

The bidder must submit the following bid proposal copies:

- **One (1) complete ORIGINAL bid proposal** clearly marked as the "ORIGINAL" bid proposal.
- **Six (6) complete and exact copies** clearly marked "COPY".
- **One (1) unbound, complete and exact copy** of the original clearly marked "COPY".
- **Three (3) 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. All submitted files should be numbered or named appropriately to enable the bid files to be reviewed in the order intended by the bidder. In addition, each schedule, attachment and configuration workbook submitted in a bidder's proposal should be provided each as a separate PDF or XLS file named/labeled with its corresponding schedule or attachment letter or number (i.e., ScheduleA.pdf, Attachment1.pdf, Configuration Workbook.xls, etc.).
- **One (1) complete and exact ELECTRONIC copy** of the original proposal in an unprotected, editable and "**writable**" PDF file format on disc (CD or DVD) for redaction. All submitted files should be numbered or named appropriately to enable the bid files to be reviewed in the order intended by the bidder. In addition, each schedule, attachment and configuration workbook submitted in a bidder's proposal should be provided each as a separate PDF or XLS file named/labeled with its corresponding schedule or attachment letter or number (i.e., ScheduleA.pdf, Attachment1.pdf, Configuration Workbook.xls, etc.)

Copies are necessary in the evaluation of the bid 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. It is suggested that the bidder make and retain a copy of its bid 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) – **NOTE: This section of the bidder's submission should be limited to 25 pages or fewer, with no smaller than a 12 point font.**

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 BID SECURITY

Not Applicable To This Procurement

4.4.1.5 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.

- The bidder must document that it can meet and fulfill the technical requirements and equipment standards of this RFP.
- Each response in the proposal to a mandatory item in the RFP must contain clear language that states full compliance. If a mandatory requirement permits the bidder an option as to a method of satisfying the requirement, the proposal shall provide at least one (1) method to satisfy the condition but it may also provide additional options that meet the requirement. Each option should be clearly identified and priced.
- Bid responses should be directly tied to the RFP in consecutive order, from beginning to end, following the organization of the RFP. The bidder should reference the section/subsection in each of its responses.

The bidder shall provide its compliance to the following sections, at a minimum:

All Proposals:

The bidder shall complete each **schedule** it intends to provide a bid for.

- Schedules (Schedules A – K) have been provided for contractor to provide its technical specifications, plans and contract pricing. These schedules will **not** be used for pricing evaluation.

The bidder shall complete each **configuration** it intends to provide a bid for.

- Configurations (See Configuration P1 – P9) have been provided for price evaluation purposes. These configuration documents are for evaluation purposes only and will **not** be used as the contract price list.

Bids that fail to provide the appropriate mandatory schedules and configurations shall be deemed non-responsive and shall not be considered for an award.

The Bidder shall submit its proposed conversion plan as part of its Implementation Plan ([Section 4.4.3.4, Implementation Plan](#)).

The bidder shall describe its plan to comply with Section 3.4.1 Billing

The bidder shall describe its plan to comply with Section 3.4.2 Reports

Bidder shall describe its commitment to participation in the Federal Communications Commission's E-Rate discount program established under authority of the Federal Telecommunications Commission Act of 1996 by supplying their E-Rate contractor identification number and the list of E-Rate qualifying Products as described in Section 3.4.7, E-Rate Plan.

The bidder shall document at least two active contracts that will provide reference.

The bidder shall describe in detail in its bid, an escalation procedure by which the Personnel assigned to manage the service offering will obtain technical and management assistance in problem determination and/or problem resolution, if necessary, to effect a timely resolution. The bidder shall provide and maintain an up-to-date contact escalation list to the State.

Wireless Telephone and Advanced Messaging Devices Proposals:

The bidder is encouraged to submit multiple service plans as described below.

Service plan submittal shall include at a minimum:

- Separate plan sheet for each plan submitted.
- Contractor's name on all plan sheets.
- Standard and Optional network/service features or value added options (i.e., Call Waiting, Text Messaging, Numeric Messaging, Internet Access, Picture Phones and Push to Talk, etc.), associated communicating devices that include Wireless Handheld Phones, and all associated accessories.
- Complete descriptions and pricing schedule for the service features submitted.
- All proposed one-time and recurring charges.
- Definition of usage minute and data allowance aggregation options for each plan submitted
- Definition of each proposed plan time periods (i.e., peak, non-peak, etc.).
- Definition of all proposed fees, charges and surcharges associated with each plan.
- Detailed coverage map for each plan submitted.
- See Sections 3.1.1 and 3.1.2

Service plans shall not include activation or setup fees, and shall not include cutover or transfer fees. Additional charges not awarded will not be paid by the State.

The bidder shall provide description and pricing for its Network/Service Features and Value Added Options on Schedule A for each plan submitted.

The bidder shall provide Wireless Telephone Network, Equipment, Installation and Service Configuration pricing on Schedule P1.

The bidder shall provide Wireless Number Portability description on Schedule B for each plan submitted.

The bidder shall provide its wireless devices description and pricing on Schedule C for all proposed devices, accessories or additional charges.

The bidder shall provide descriptions and pricing for its Wireless Modems on Schedule D for all proposed devices.

The bidder shall provide its pricing, technical details, services and features for its Wireless Data Network on Schedule E for all plans proposed.

The bidder shall provide a detailed description of its security via authentication and encryption and how this security functions within its Wireless Data Network.

The bidder shall provide description and pricing for proposed Advanced Wireless Messaging service plans and functionality, as described in Section 3.2.1, on Schedule I of this RFP for all plans proposed.

The bidder shall provide description and pricing for proposed software, interface and support, as described in Section 3.2.2, on Schedule J of this RFP..

The bidder shall provide complete documentation for all Advanced Messaging Devices and Smartphones proposed on Schedule K of this RFP.

Proposals for service-only or equipment-only will not be considered for award.

Paging Proposals:

The bidder for pagers is encouraged to submit multiple service plans if available and appropriate.

The bidder for Numeric Pagers shall provide its plan for pricing, technical details, services and features on Schedule F and configuration pricing for evaluation purposes on Schedule P8.

The bidder for Alphanumeric Pagers shall provide its plan for pricing, technical details, services and features on Schedule G and configuration pricing for evaluation purposes on Schedule P9.

The bidder for Two-Way Pagers shall provide its plan for pricing, technical details, services and features on Schedule H.

Pager Service plan submittal shall include at a minimum:

- Separate plan sheet for each plan (Numeric, Alpha-numeric and Two-Way Paging) submitted.

- Contractor's name on all plan sheets.
- Complete descriptions and pricing schedule for the service features submitted.
- Standard and Optional features.
- All proposed one-time and recurring charges.
- Definition of each proposed plan time periods (i.e., peak, non-peak, etc.).
- Definition of all proposed fees, charges and surcharges associated with each plan.
- Statewide, regional and nationwide coverage plans
- Unique number for each pager with numbers local to each of the three (3) New Jersey LATA's.
- Coverage of the entire State of New Jersey
- Send and Receive text messages
- See Sections 3.3 - 3.3.1.2

Pager proposals will not be accepted for services-only or devices (equipment)-only.

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

The bidder shall provide its plan of activities and the schedule required to achieve the objectives to implement its proposed service offering(s).

The plan shall include:

- Statement of the service offering objectives
- Details of what tasks must be accomplished to achieve the objectives.
- Designated task managers for each step, defining roles and accountability.
- List of the expected results associated with these tasks.

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 include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP. This section of the proposal must minimally contain the information identified below.

4.4.4.1 LOCATION

The bidder should include the address of the bidder's office where responsibility for managing the contract will take place. The bidder should include the telephone number and name of the individual to contact.

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

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should emphasize relevant qualifications and experience of these individuals in successfully 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 for each similar contract.
- A description of the contract demonstrating how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the name and address of each reference together with a person to contact for a reference check and a telephone number.

The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform. When a bidder submits resumes pursuant to this paragraph, the bidder shall redact the social security numbers, home addresses, personal telephone numbers and any other personally identifying information other than the individual's name from the resume.

4.4.4.4 BACKUP STAFF

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

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 a list of three (3) contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract

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 using the format set forth in the State-supplied price sheet/schedule(s) accompanying this RFP. Failure to submit all information required will result in the proposal being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

4.4.5.1 ADDITIONAL SCHEDULES

A. Bidders bidding Wireless Services (non-pagers) shall complete the appropriate Price Lines (Price Line Items 00001 to 00006 and 00010 to 00012) of the State supplied price sheet and provide its pricing on Schedules A, B, C, D, E, I, J and K and Configuration Schedules P1, P2, P3, P4, P5, P6 and P7.

1. Bidders providing pricing for Wireless Services (non-pagers) Line Item 00001 to 00006 and 00010 to 00011 on the State supplied Price Sheets) are to input "Net" in the column titled Unit Price.

2. Bidders shall attach the full service offering and description with the corresponding pricing for the service category bid attached to the appropriate Schedule A, B, C, D, E, I, J and K. The attached pricing shall reflect the current price list used for the submitted configurations.

B. Bidders bidding Paging Services shall complete the appropriate Price Lines (Price Line Items 00007 to 00009) of the State supplied price sheet and provide its pricing on Schedules F, G and H).

1. Bidders providing pricing for Wireless Services - Pagers Line Item 00007 to 00009 of the State supplied Price Sheets) are to input "Net" in the column titled Price.

2. Bidders shall attach the full service offering and description with the corresponding pricing for the service category bid attached to the appropriate Schedule F, G and H. The attached pricing shall reflect the current price list used for the submitted configurations.

Bidders are to provide pricing on the following RFP schedules as appropriate.

Schedules

Table 1

Schedule P1 – Configuration Voice Services: Individual Plan
Schedule P2 – Configuration Voice Services: National Monthly Plan
Schedule P3 – Configuration Voice Services: Local Plan
Schedule P4 – Configuration Voice Services: Nationwide Push-To-Talk Plan
Schedule P5 – Configuration Smartphone, PDA and Blackberry Services with Voice Plan
Schedule P6 – Configuration Blackberry License Charges
Schedule P7 – Configuration Mobile Data Access Services Plan
Schedule P8 – Configuration Pagers: Numeric Plan
Schedule P9 – Configuration Pagers: Alphanumeric Plan

Schedule A - Wireless Telephone Services
Schedule B - Wireless Priority Service
Schedule C - Handheld Wireless Devices
Schedule D - Wireless Modems for Network Access
Schedule E - Wireless Data
Schedule F - Numeric Pagers
Schedule G - Alphanumeric Pagers
Schedule H - Two-Way Paging
Schedule I - Advanced Wireless Messaging Service & Smartphone Support
Schedule J - Advanced Wireless Messaging Server Software, License, and Upgrade Costs
Schedule K - Advanced Wireless Messaging Devices & Smartphones

4.4.5.2 PRICE LIST AND OR CATALOG PRICING

The bidder shall acknowledge that, notwithstanding any reference to price escalation clauses, FOB shipping point, shipping charges, warranty and other conditions of sale contained in the preprinted price lists, catalogs, and/or literature, such references shall not be part of any State contract awarded as a result of this RFP.

Manufacturer's or Service Provider's price lists submitted may have items that are not within the intent of this contract. Equipment, accessories, services and/or supplies that do not support the purchase, installation, maintenance and training for the wireless devices equipment and services of this RFP shall not to be considered, sold or discussed as contract items with any Using Agency. Contractors selling those items as contract items will be held responsible per [Section 5.13.3](#).

4.4.5.3 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.

4.4.5.4 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.

4.4.5.5 CASH DISCOUNTS

Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest 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 bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for **two (2)** additional periods of up to **one (1)** year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

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

5.3 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 thirty (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 Contract, 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 proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its 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.

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 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.

5.15 RETAINAGE

Not applicable to this procurement.

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 is deleted and replaced with the following:

4.1 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 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d. 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 using agency under the contract.
- Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information. Failure to report this mandated information will 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

Each of the following criterion will be scored and each score multiplied by a predetermined weight to develop the Technical Evaluation Score.

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

6.7.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total configuration price bid on the State supplied configuration price sheet accompanying this RFP.

A. Proposals for Wireless Services will be evaluated as follows:

The total configuration price bid on the State supplied configuration price sheets (Schedules P1, P2, P3, P4, P5, P6 and P7) will determine the total cost.

For evaluation purposes, bidders will be ranked according to the formula:

Price Proposal Points = predetermined points x (lowest price proposal/price proposal)

The proposal with the highest number of points will be ranked the highest.

The price proposal ranked will be the lowest acceptable price proposal between the original price proposal and the Best and Final Offer proposal submitted by each bidder.

B. Proposals for Paging Services will be evaluated as follows:

The total configuration price bid on the State supplied configuration price sheets (Schedules P8 and P9) will determine the total cost.

For evaluation purposes, bidders will be ranked according to the formula:

Price Proposal Points = predetermined points x (lowest price proposal/price proposal)

The proposal with the highest number of points will be ranked the highest.

The price proposal ranked will be the lowest acceptable price proposal between the original price proposal and the Best and Final Offer proposal submitted by each bidder.

6.7.2.1 TOTAL PROPOSAL SCORE

Each evaluated proposal will receive a Total Proposal Score based on the following formula:

Technical Evaluation Score + Price Proposal Rank = Total Proposal Score

The bidder receiving the highest Total Proposal Score will be recommended for contract award. In the event of a tie, the proposal with the highest technical score amongst the tied proposals will be recommended for contract award.

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 price, technical criteria, 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.