

Resolution of the City of Newark, N.J.

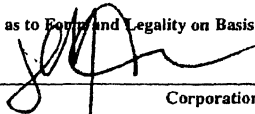
NO. 7R1-C(S)Date of Adoption JUN 22 2010Title Page**Dept/ Agency:** Administration/Division of Central Purchasing**Action:** () Ratifying (X) Authorizing () Amending**Type of Service:** Use of State Contract(s) #61405**Purpose:** Wireless Devices and Services**Entity Name(s)/Address(s):** New Jersey Business Systems, Inc. /Cranel Inc.
7C Marlen Drive
Robbinsville, New Jersey 08691**Contract Amount:** \$800,000.00**Funding Source:** City of Newark, Department of Police Grant**Contract Period:** Upon authorization – October 31, 2010**Contract Basis:** () Bid (X) State Vendor () Prof. Ser. () EUS

() Fair & Open () No Reportable Contributions () RFP () RFQ

() Private Sale () Grant () Sub-recipient () n/a

Entity Name/Address: see above**Additional Information:** Usage of this contract will provide short range point to point wireless links for Police activitiesCITY OF NEWARK
RECORDS
ROOM 300
2010 JUN 18 PM 1:49

Approved as to Form and Legality on Basis of Facts Set Forth



Corporation Counsel



Factual contents certified by

Title

Council Member

presents the following Resolution:

Resolution of the City of Newark, N.J.

NO. 7R1-C(5)Date of Adoption JUN 22 2010

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified by

Corporation Counsel

Purchasing Director

Title

Council Member

Council of the Whole

presents the following Resolution:

WHEREAS, the City of Newark through its Purchasing Director wishes to utilize the Wireless Devices and Services: contract to purchase products or services from an authorized vendor under the New Jersey Cooperative Purchasing Program I-NJCP, pursuant to N.J.A.C. 5:34-7.29; and

WHEREAS, the purchase of goods/services by Local contracting units is authorized by Local Public Contracts Law, N.J.S.A. 40A: 11-12; and

WHEREAS, the following vendor has been awarded a state contract award for the purchase of Wireless Devices and Services: Short range point to point wireless links respectively for the period commencing adoption of this resolution to October 31, 2010, inclusive of any subsequent extension to the term of the state contract.

61405 New Jersey Business Systems, Inc/Cranel Inc., 7C Marlen Drive, Robbinsville, New Jersey 08691

WHEREAS, the Purchasing Director recommends the utilization of this state contract award to provide short range point to point wireless links as required by the City of Newark; and

WHEREAS, the total cost for the purchase of Wireless Devices & Services: Short Range Point to Point Wireless Links is expected not to exceed \$800,000.00; and

WHEREAS, usage of this contract provides an implementation plan to connect the Police Department's (2) Mobile Command Vehicles to the existing City of Newark's Wireless WAN infrastructure, through the purchase and installation of surveillance & wireless equipment ; and

WHEREAS, the Chief Financial Officer will certify the availability of funds before the order is placed.

NOW, THEREFORE, BE IT RESOLVED, BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY, THAT:

1. Pursuant to N.J.S.A 40A:11 et. seq., and N.J.A.C. 5:34-7.29, the Municipal Council authorizes the Purchasing Director to utilize state contract # 61405 New Jersey Business Systems, Inc. /Cranel Inc., to provide WIRELESS DEVICES AND SERVICES: SHORT RANGE POINT TO POINT WIRELESS LINKS for the period commencing from the adoption of this resolution to October 31, 2010, inclusive of any subsequent extensions to the term of this state contract.

2. There shall be no amendment of this resolution without the approval of the Municipal Council.

3. There shall be no advance payment on this state contract in accordance with N.J.S.A. 40A: 5-16. Funds for expenditures against this contract are contingent upon appropriation pursuant to N.J.A.C. 5:30-5.5(c).

2010 JUN 18 PM 1:50
RECORDED
ROOM 309

7R1-C(S)

- 2 -

4. This contract is awarded as an open-ended contract under N.J.A.C. 5:30-5.5(b) and pursuant to N.J.A.C. 5:30-5.5(c). Certification of Availability of Funds shall be executed each time an order is placed and charged against this contract. This contract shall not exceed \$800,000.00 inclusive of subsequent extensions to the term of contract by the state.

5. This contract complies with Local Pay-to-Play, N.J.S.A. 19:44A-20.5, as a state contract award and constitutes a fair and open procedure.

6. The Purchasing Director shall forthwith file a duly executed copy of the contract in the Office of the City Clerk.

7. If required by the State Law, the City Clerk shall provide the appropriate notice of the award of this contract to the State Comptroller no later than 20 business days following such award, in accordance with N.J.S.A. 52:15C-10 and the Notice of the Office of the State Comptroller dated May 7, 2008.

STATEMENT OF INTENT:

This resolution authorizes usage of a state contract award to New Jersey Business Systems, Inc./Cranel Inc, to provide for the purchase of Wireless Devices and Services: Short range point to point wireless links, for the period commencing, from the adoption of this resolution to October 31, 2010, inclusive of any subsequent extensions to the term, at a cost not to exceed \$800,000.00.

CERTIFIED TO BY ME THIS

JUN 23 2010

Do not use space below this line

RECORD OF COUNCIL VOTE ON FINAL PASSAGE														
Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB
Amador	✓				James				✓	Ramos				✓
Bell				✓	Payne	✓				Rice	✓			
Gonzalez	✓				Quintana, Vice Pres.				✓	Crump, Pres.	✓			
✓ Indicates Vote					AB - Absent					NV - Not Voting				

Adopted at a meeting of the Municipal Council of the City of Newark, N.J., JUN 22 2010

Michael C. Crump
President of the Council

Robert S. Marasco
City Clerk

This Resolution when adopted must remain in the custody of the City Clerk. Certified copies are available.

- 8706 -

OPRA00171



CORY A. BOOKER
MAYOR
NEWARK, NEW JERSEY
07102

June 17, 2010

Robert P. Marasco
City Clerk
920 Broad Street - Room 309
Newark, New Jersey 07102

**RE: ADDED STARTER - MUNICIPAL COUNCIL MEETING
THURSDAY JUNE 17, 2010**

Dear Mr. Marasco:

I respectfully request that the following items be placed as an added starter on the agenda of the Municipal Council Meeting on Thursday, June 17, 2010 to be considered for adoption:

- RESOLUTION AUTHORIZING THE CITY OF NEWARK TO USAGE OF A STATE CONTRACT AWARD TO NEW JERSEY BUSINESS SYSTEM, INC/CRANE INC. TO PROVIDE FOR THE PURCHASE OF WIRELESS DEVICES AND SERVICES FOR THE PERIOD COMMENCING FROM THE ADOPTION OF THIS RESOLUTION TO OCTOBER 31, 2010, INCLUSIVE OF ANY SUBSEQUENT EXTENSION TO THE TERM OF THE STATE CONTRACT AT A COST NOT TO EXCEED \$800,000.

Thank you for your consideration in this matter.

Sincerely,

CORY A. BOOKER
MAYOR

2010 JUN 18 PM 1:49
CITY CLERK'S OFFICE
NEWARK, NJ
ROOM 309

CITY OF NEWARK

Cory A. Booker
Mayor

Keith Isaac
Director
Office of Emergency Management/Homeland Security



7R1-c (s) 062210

052810B


TO: Municipal Council

FROM: Keith Isaac, Director, Office of Emergency Management and Homeland Security

DATE: May 27, 2010

RE: Resolution

Attached for your consideration at the Municipal Council meeting of June 12, 2010 is a resolution authorizing usage of a state contract award to New Jersey Business Systems, Inc./Crane inc to provide for the purchase of Wireless Devices and Services: Short range point to point wireless links for the period commencing from the adoption of this resolution to October 31, 2010, inclusive of any subsequent extension to the term of the state contract at a cost not to exceed \$800,000.


Keith Isaac, Director
Office of Emergency Management and
Homeland Security

attachments

REC'D
BUSINESS AFFAIRS
OFFICE
2010 JUN -1 PM 12:00

CITY OF NEWARK
NEWARK, N.J.
ROOM 309
2010 JUN 18 PM 1:49



CITY
OF **NEWARK**

Cory A. Booker
Mayor

Adam E. Cruz
Director
Division of Central Purchasing
Department of Administration

MEMORANDUM

To: The Municipal Council of the City of Newark, New Jersey
From: Adam E. Cruz, Purchasing Director
Date: June 16, 2010
Subject: Wireless Devices and Services

Pursuant to the Local Public Contracts Law, under New Jersey Cooperative Purchasing Program 1-NJCP, pursuant to N.J.S.A. 40A: 11-12; N.J.A.C. 5:34-7.29 utilization of State Contracts to purchase goods or services must be approved by resolution of the Municipal Council.

The selection of this state contract award is based on the requirements furnished by the Department (s) of Police.

This contract complies with Local Pay to Play, N.J.S.A. 19:44A-20.5 as a state contract award and constitutes a fair and open procedure.

State Contract: # 61405

Term: Upon Authorization by Municipal Council - October 31, 2010 inclusive of extensions by the state

Not to exceed amount \$800,000.00


Adam E. Cruz, Purchasing Director


Michael Greene, Acting Business Administrator

828 Broad St. 3rd Fl. Newark, NJ 07102 · Telephone 973-733-3776 · Fax 973-733-3760 · cruzad@ci.newark.us.nj

OPRA00174



7R1-c (s) 062210

State of New Jersey

DEPARTMENT OF THE TREASURY

DIVISION OF PURCHASE AND PROPERTY

PURCHASE BUREAU

P.O. BOX 230

TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
State Treasurer

**AMENDMENT #5
T-2165**

Solicitation #36294

Date: December 14, 2009

To: All Using Agencies and
Cooperative Purchasing Participants

From: James E. Strype, Purchase Bureau

Subject: Wireless Devices and Services

Contract Period: March 1, 2005 to February 28, 2008

1st Extended Period: February 29, 2008 to December 31, 2008
2nd Extended Period: January 1, 2009 to June 30, 2009
3rd Extended Period: July 1, 2009 to December 31, 2009
4th Extended Period: January 1, 2010 to October 31, 2010

The contract for Wireless Devices and Services has been extended for ten (10) months or until a new contract is awarded. The new contract expiration date is October 31, 2010.

The following vendors have agreed to extend as per the terms and conditions of the original bid:

<u>Vendor List</u>	<u>Contract #</u>
O MC Signal Research Inc.	A61403
JAN Communications & Electronics Co., Inc.	A61404
NJ Business Systems, Inc.	A61405



7R1-c (s) 062210

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. Box 230

TRENTON, NEW JERSEY 08625-0230

T-2165
Wireless Devices and Services

04-X-36294

Identification of State Contract Manager

March 12, 2008

Please direct all inquiries to the State Contract Manager identified below:

State Contract Manager: Debra Blackwell
Address: Office of Information Technology
200 Riverview Plaza
Telecomm.
PO Box 212
Trenton, NJ 08625-0212
Telephone Number: 609-292-6312
Fax Number: 609-984-8277
E-Mail Address: debra.blackwell@treas.state.nj.us

Pursuant to Circular Letter 08-11-DPP, this individual is responsible for the overall management and administration of the contract. The circular letter is available at <http://www.nj.gov/infobank/circular/cir0811x.pdf>.

7R1-c (s) 062210



State of New Jersey

Department of the Treasury

Division of Purchase and Property

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Contact DPP

**Notice of Award
Term Contract(s)****T-2165
WIRELESS DEVICES AND SERVICES**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to JAMES E STRYPE

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)Download All Documents

- Addendum #1 Adobe PDF (101 kb)
- Addendum #2 Adobe PDF (25 kb)
- Addendum #3 Adobe PDF (25 kb)
- Addendum #4 Adobe PDF (279 kb)
- Addendum #5 Adobe PDF (27 kb)
- NOA Text Adobe PDF (271 kb)
- State Contract Manager Adobe PDF (41 kb)
- Amendment #1 - Contract Extension #1 to 12/31/2008 Adobe PDF (41 kb)
- Amendment #2 - Contract Extension #2 to 6/30/2009 Adobe PI (45 kb)
- Amendment #3 - Contract Extension #3 to 12/31/2009 Adobe PDF (45 kb)
- Amendment #4 - Additional Distributors - Jan Communication: Electronics Co. Inc Adobe PDF (49 kb)
- Amendment #5 - Contract Extension #4 to 10/31/2010 Adobe PDF (24 kb)

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NOAs By Number**NOAs By Title****Search NOAs**

Index #:	T-2165
Contract #:	VARIOUS
Contract Period:	FROM: 08/01/04 TO: 10/31/10
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Purchase Bureau Use:	
Solicitation #:	36294
Bid Open Date:	08/19/04
CID #:	1027603
Commodity Code:	915-75
Set-Aside:	SMALL BUSINESS SUBCONTRACTING

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
PO Box 230
Trenton, NJ 08625

7R1-c (s) 062210

(609) 984-7047

In the event of an emergency, contact the following in the order listed:

JAMES E STRYPE	BUYER	609-341-2977_0000
PAT LOCANE	BUYER SUPERVISOR	609-633-6098
ROBERT BEAUREGARD	ASSISTANT DIRECTOR	
	PUB-DATE:	01/08/10

VENDOR INFORMATION

Vendor Name & Address:	JAN COMMUNICATIONS & ELECT CO C/O GATEWAY COMERCIAL FINANCE 6630 SOUTH CRESCENT BLVD PENNSAUKEN, NJ 08109-1403
Contact Person:	NORMAN J LEVINE
Contact Phone:	856-663-4800
Order Fax:	856-663-5377
Contract#:	61404
Expiration Date:	10/31/10
Terms:	2% 10 NET 30
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES

*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

Vendor Name & Address:	NEW JERSEY BUSINESS SYSTEMS INC/CRANEL INC 7C MARLEN DRIVE ROBBINSVILLE, NJ 08691
Contact Person:	PAUL LOBECKER
Contact Phone:	609-587-5500
Order Fax:	609-587-6660
Contract#:	61405
Expiration Date:	10/31/10
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES

*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

7R1-c (s) 062210

Vendor Name & Address:	O MC SIGNAL RESEARCH INC 451 ESSEX AVE BLOOMFIELD, NJ 07003-2812
Contact Person:	OSCAR H MCKEE
Contact Phone:	973-743-0987
Order Fax:	973-743-0987
Contract#:	61403
Expiration Date:	10/31/10
Terms:	NONE
Delivery:	1 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS	
Contract#: 61404	Title: WIRELESS DEVICES AND SERVICES
Dealer/Distributor Name & Address:	B & C COMMUNICATIONS INC 1 BOHNERT PLACE WALDWICK NJ 07463
Contact Person:	ROBERT T SMITH
Contact Phone:	201-670-1985

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: JAN COMMUNICATIONS & ELECT CO C/O GATEWAY COMERCIAL FINANCE			Contract Number: 61404		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00014	COMM CODE: 915-75-054984 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: ENHANCED IN BUILDING WIRELESS COVERAGE SYSTEM(S) SCHEDULE M DELIVERY: 1 WEEKS ARO PRIMARY VENDOR BRAND: KAVAL PRICES AS LISTED IN THE BID PROPOSAL.	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 915-75-054985 [COMMUNICATIONS AND MEDIA RELATED...]	1.000	LOT	NET	N/A

7R1-c (s) 062210

ITEM DESCRIPTION: SHORT RANGE POINT TO POINT WIRELESS LINKS SCHEDULE N DELIVERY: 1 WEEKS ARO SECONDARY VENDOR BRAND: MOTOROLA PRICES AS LISTED IN BID PROPOSAL.					
Vendor: NEW JERSEY BUSINESS SYSTEMS INC/CRANEL INC			Contract Number: 61405		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 915-75-054985 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: SHORT RANGE POINT TO POINT WIRELESS LINKS SCHEDULE N PRIMARY VENDOR BRANDS AWARDED: ALVARION, CERAGON, CISCO, PROXIM PRICES AS LISTED IN THE BID PROPOSAL.	1.000	LOT	NET	N/A
Vendor: O MC SIGNAL RESEARCH INC			Contract Number: 61403		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00014	COMM CODE: 915-75-054984 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: ENHANCED IN BUILDING WIRELESS COVERAGE SYSTEM(S) SCHEDULE M SECONDARY VENDOR PRICES AS LISTED IN BID PROPOSAL.	1.000	LOT	NET	N/A

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State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O.-BOX-230

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
State Treasurer

TRENTON, NEW JERSEY 08625-0230

AMENDMENT #5 T-2165

Solicitation #36294

Date: December 14, 2009

To: All Using Agencies and
Cooperative Purchasing Participants

From: James E. Strype, Purchase Bureau

Subject: Wireless Devices and Services

Contract Period: March 1, 2005 to February 28, 2008

1st Extended Period: February 29, 2008 to December 31, 2008
2nd Extended Period: January 1, 2009 to June 30, 2009
3rd Extended Period: July 1, 2009 to December 31, 2009
4th Extended Period: January 1, 2010 to October 31, 2010

The contract for Wireless Devices and Services has been extended for ten (10) months or until a new contract is awarded. The new contract expiration date is October 31, 2010.

The following vendors have agreed to extend as per the terms and conditions of the original bid:

<u>Vendor List</u>	<u>Contract #</u>
O MC Signal Research Inc.	A61403
JAN Communications & Electronics Co., Inc.	A61404
NJ Business Systems, Inc.	A61405



7R1-c (s) 062210

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU

P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

T-2165
Wireless Devices and Services

04-X-36294

Identification of State Contract Manager

March 12, 2008

Please direct all inquiries to the State Contract Manager identified below:

State Contract Manager: Debra Blackwell
Address: Office of Information Technology
200 Riverview Plaza
Telecomm.
PO Box 212
Trenton, NJ 08625-0212
Telephone Number: 609-292-6312
Fax Number: 609-984-8277
E-Mail Address: debra.blackwell@treas.state.nj.us

Pursuant to Circular Letter 08-11-DPP, this individual is responsible for the overall management and administration of the contract. The circular letter is available at <http://www.nj.gov/infobank/circular/cir0811x.pdf>.

7R1-c (s) 062210

State of New Jersey
Department of the Treasury

Division of Purchase and Property

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Term Contract(s)****T-2165
WIRELESS DEVICES AND SERVICES**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to JAMES E STRYPE

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- [Amendment #1 - Contract Extension #1 to 12/31/2008](#) Adobe PDF (41 kb)
- [Amendment #2 - Contract Extension #2 to 6/30/2009](#) Adobe PDF (45 kb)
- [Amendment #3 - Contract Extension #3 to 12/31/2009](#) Adobe PDF (45 kb)
- [Amendment #4 - Additional Distributors - Jan Communication: Electronics Co. Inc](#) Adobe PDF (49 kb)
- [Amendment #5 - Contract Extension #4 to 10/31/2010](#) Adobe PDF (24 kb)

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NOAs By Number**NOAs By Title****Search NOAs**

Index #:	T-2165
Contract #:	VARIOUS
Contract Period:	FROM: 08/01/04 TO: 10/31/10
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Purchase Bureau Use:	
Solicitation #:	36294
Bid Open Date:	08/19/04
CID #:	1027603
Commodity Code:	915-75
Set-Aside:	SMALL BUSINESS SUBCONTRACTING

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

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Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
PO Box 230
Trenton, NJ 08625

7R1-c (s) 062210

(609) 984-7047

In the event of an emergency, contact the following in the order listed:		
JAMES E STRYPE	BUYER	609-341-2977_0000
PAT LOCANE	BUYER SUPERVISOR	609-633-6098
ROBERT BEAUREGARD	ASSISTANT DIRECTOR	
PUB DATE:		01/08/10

VENDOR INFORMATION	
Vendor Name & Address:	JAN COMMUNICATIONS & ELECT CO C/O GATEWAY COMERCIAL FINANCE 6630 SOUTH CRESCENT BLVD PENNSAUKEN, NJ 08109-1403
Contact Person:	NORMAN J LEVINE
Contact Phone:	856-663-4800
Order Fax:	856-663-5377
Contract#:	61404
Expiration Date:	10/31/10
Terms:	2% 10 NET 30
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	NEW JERSEY BUSINESS SYSTEMS INC/CRANEL INC 7C MARLEN DRIVE ROBBINSVILLE, NJ 08691
Contact Person:	PAUL LOBECKER
Contact Phone:	609-587-5500
Order Fax:	609-587-6660
Contract#:	61405
Expiration Date:	10/31/10
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

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Vendor Name & Address:	O MC SIGNAL RESEARCH INC 451 ESSEX AVE BLOOMFIELD, NJ 07003-2812
Contact Person:	OSCAR H MCKEE
Contact Phone:	973-743-0987
Order Fax:	973-743-0987
Contract#:	61403
Expiration Date:	10/31/10
Terms:	NONE
Delivery:	1 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS	
Contract#: 61404	Title: WIRELESS DEVICES AND SERVICES
Dealer/Distributor Name & Address:	B & C COMMUNICATIONS INC 1 BOHNERT PLACE WALDWICK NJ 07463
Contact Person:	ROBERT T SMITH
Contact Phone:	201-670-1985

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: JAN COMMUNICATIONS & ELECT CO C/O GATEWAY COMERCIAL FINANCE			Contract Number: 61404		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00014	COMM CODE: 915-75-054984 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: ENHANCED IN BUILDING WIRELESS COVERAGE SYSTEM(S) SCHEDULE M DELIVERY: 1 WEEKS ARO PRIMARY VENDOR BRAND: KAVAL PRICES AS LISTED IN THE BID PROPOSAL.	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 915-75-054985 [COMMUNICATIONS AND MEDIA RELATED...]	1.000	LOT	NET	N/A

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ITEM DESCRIPTION: SHORT RANGE POINT TO POINT WIRELESS LINKS SCHEDULE N DELIVERY: 1 WEEKS ARO SECONDARY VENDOR BRAND: MOTOROLA PRICES AS LISTED IN BID PROPOSAL.					
Vendor: NEW JERSEY BUSINESS SYSTEMS INC/CRANEL INC			Contract Number: 61405		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 915-75-054985 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: SHORT RANGE POINT TO POINT WIRELESS LINKS SCHEDULE N PRIMARY VENDOR BRANDS AWARDED: ALVARION, CERAGON, CISCO, PROXIM PRICES AS LISTED IN THE BID PROPOSAL.	1.000	LOT	NET	N/A
Vendor: O MC SIGNAL RESEARCH INC					
Contract Number: 61403					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00014	COMM CODE: 915-75-054984 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: ENHANCED IN BUILDING WIRELESS COVERAGE SYSTEM(S) SCHEDULE M SECONDARY VENDOR PRICES AS LISTED IN BID PROPOSAL.	1.000	LOT	NET	N/A

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Bid Number: 04-X-36294

**NOTICE OF AWARD
FOR
WIRELESS DEVICES AND SERVICES**

Contract Awards under this Notice of Award are for the following two Sections:

Section 3.5 Enhanced In Building Wireless Coverage

Section 3.6 Short-Range, Point-to-Point Wireless Links

Awards for the other Sections will be made under T-216A.

Those items include: Wireless Telephone Service
Two-Way Radio Functionality
Wireless Priority Service
Wireless Network Interface Cards
Wireless data
• Numeric Pager
• Alphanumeric Pager
• Two-Way Paging
• Advanced Wireless Messaging Service
• Advanced Wireless Messaging Server, Software, License
• Advanced Wireless Messaging Devices

Primary and Secondary awards were made for Section 3.5 and Section 3.6. During the term of the Contract, Using Agencies are to utilize the Primary Contractor. If the Primary Contractor is unable to perform the work required, the Using Agency shall then utilize the Secondary Vendor. Using Agencies must document their file as to the reason why the Primary Contractor was not utilized.

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

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

To qualify as a wireless device under this RFP with the exception of pagers, enhanced in-building coverage, and high speed point-to-point systems, the device must possess a wireless telephone number.

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

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

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

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

1.2 BACKGROUND

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

At present the State has in excess of 6000 cellular telephones supplied by three different vendors.

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

Advances in technology and uses thereof have expanded the State's requirements for wireless devices and services to include wireless access to local area networks and short range or campus type point-to-point wireless access devices. These wireless access devices could be microwave, infrared, laser, etc. depending upon the environment and requirements of the Using Agency.

The New Jersey State Police is a significant user of Cellular Digital Packet Data (CDPD) and depends on it to provide communication to their Mobil Display Terminals (MDT). There are current plans to migrate to one of the higher speed networks, however, this migration could be a lengthy process as there are approximately one thousand (1000) mobile units presently installed. Bidders proposing a CDPD network to support the State's current users must be prepared to support this network for at least three (3) years.

1.3 KEY EVENTS

1.3.1 QUESTIONS AND INQUIRIES

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

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

Attn: Antoinette Lello
State of New Jersey
Division of Purchase and Property

Purchase Bureau
PO Box 230
Trenton, New Jersey 08625-0230

E-Mail: toni.ello@treas.state.nj.us
Phone Number: 609-984-6265
Fax Number: 609-292-5170

1.3.1.1 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

A Mandatory Pre-Bid Conference has been scheduled for this procurement; therefore, the cut-off date for submission of questions will be the date of the Mandatory Pre-Bid Conference. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is strongly urged that questions be submitted in writing prior to the Mandatory Pre-Bid Conference. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.

1.3.1.2 QUESTION PROTOCOL

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

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, by e-mail or by telephone, concerning this RFP.

1.3.3 MANDATORY PRE-BID CONFERENCE

A Mandatory Pre-Bid Conference has been scheduled for this procurement. The date, time and location are provided as follows:

Date:	May 11, 2004
Time:	10:00 am
Location:	DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY PURCHASE BUREAU BID OPENING ROOM, 9TH FLOOR 33 WEST STATE STREET TRENTON, NJ 08625-0230 Directions to the Pre-bid Conference can be found at the following website: http://www.state.nj.us/treasury/purchase/fagdirs.htm

CAUTION: Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from bidders regarding this RFP.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized as a written addendum to the RFP. Answers to deferred questions will also be formalized as a written addendum to this RFP. See RFP Section 1.4.1 for procedure to obtain addenda.

1.3.4 SUBMISSION OF BID PROPOSAL

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

DATE:	June 10, 2004
TIME:	2:00 PM
LOCATION:	<p>BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230</p> <p>Directions to the Purchase Bureau can be found on the following website: http://www.state.nj.us/treasury/purchase/fagdirs.htm</p>

1.3.5 DOCUMENT REVIEW ROOM - (NOT APPLICABLE TO THIS PROCUREMENT)**1.4 ADDITIONAL INFORMATION****1.4.1 REVISIONS TO THIS RFP**

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

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

HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML

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

Bidders are solely responsible to be knowledgeable of all addenda related to this procurement.

1.4.2 ADDENDUM AS A PART OF THIS RFP

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

1.4.3 ISSUING OFFICE

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

1.4.4 BIDDER RESPONSIBILITY

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

1.4.5 COST LIABILITY

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

1.4.6 CONTENTS OF BID PROPOSAL

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

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

1.4.7 PRICE ALTERATION

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

1.4.8 JOINT VENTURE

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

2.0 DEFINITIONS

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

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

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

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

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

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

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

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

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

Contract - This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

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

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

Division - The Division of Purchase and Property.

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

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

FCC – Federal Communications Commission

Formal Date of Award – The effective date of contract.

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

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.

May - Denotes that which is permissible, not mandatory.

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

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

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

OIT – Office of Information Technology.

OMB - Office of Management and Budget.

OTRS - OIT Time Reporting System.

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

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

PCS - Personal Communications Services, a wireless phone service similar to cellular telephone service but emphasizing personal service and extended mobility. Several technologies are used for PCS in the United

States: Time Division Multiple Access (TDMA), Code Division Multiple Access (CDMA), and Global System for Mobile (GSM). GSM is more commonly used outside the United States.

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

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

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

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

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

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

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

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

Should - Denotes that which is recommended, not mandatory.

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

State - State of New Jersey.

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

Task – A discrete unit of work to be performed.

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

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

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

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

3.0 SCOPE OF WORK

ALL OF THE REQUIREMENTS DETAILED IN THIS SECTION MUST BE ADDRESSED IN SECTION 4.4.2 OF THIS RFP FOR THE BIDDER TO BE CONSIDERED COMPLIANT WITH THIS RFP. THE BIDDER MUST INDICATE THE SECTION/SUBSECTION REFERENCED IN EACH OF ITS RESPONSES.

BIDDER MUST CHECK ONE OF THE TWO BOXES FOR ALL OF THE FOLLOWING SECTIONS. THIS WILL ALLOW THE STATE TO DETERMINE AT A GLANCE WHETHER A BIDDER(S) IS COMPLIANT WITHIN EACH SECTION:

☐ Comply ☐ Non-Comply

3.1 WIRELESS TELEPHONE NETWORK, EQUIPMENT, INSTALLATION AND SERVICE

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

☐ Comply ☐ Non-Comply

The bidder must provide its response on Schedule A of this RFP.

3.1.1 WIRELESS NUMBER PORTABILITY

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

☐ Comply ☐ Non-Comply

3.1.1.1 The State may begin the conversion of all grand-fathered phones, not supplied by the primary contractor, to the primary contractor. The bidder is required to supply a phased conversion plan to accomplish this objective.

☐ Comply ☐ Non-Comply

3.1.1.2 At the termination of this contract and another vendor is awarded the new contract, the current contractor must complete the number portability conversion within thirty (30) days after being requested in writing by the State.

☐ Comply ☐ Non-Comply

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

- Free Basic Phone
- State wide Aggregated minutes
- No Toll or Roaming Charges, on net, Nationwide
- No Toll or Roaming Charges anywhere within the State of New Jersey
- Voice Mail
- Caller ID

- Message Waiting Indication
- Three Way Calling
- Individual Call Detail

☐ Comply ☐ Non-Comply

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

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

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

The bidder must provide its response on Schedule A of this RFP.

3.1.4 PUSH TO TALK/TWO-WAY RADIO FUNCTIONALITY

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

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

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

3.1.5 WIRELESS PRIORITY SERVICE

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

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

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

3.1.6 WIRELESS TELEPHONE DEVICES

3.1.6.1 HANDHELD WIRELESS PHONES

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

The bidder must provide its response on Schedule D of this RFP.

3.1.6.2 REQUIREMENTS

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

☐ Comply ☐ Non-Comply

3.1.6.3 REBATES

The State requires that rebates, which apply to the purchase of phones, shall be deducted from the purchase price of the device.

☐ Comply ☐ Non-Comply

3.1.6.4 SUBSTITUTIONS

The contractor may substitute or add phones during the term of the contract provided that they are similar to or improved models and they continue to fit within the category and price ranges proposed. Contractor must provide pricing and complete technical specification sheets on the substituted phones with the written substitution request. Refer to Section 5.27 of this RFP.

☐ Comply ☐ Non-Comply

3.1.6.5 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.

☐ Comply ☐ Non-Comply

3.1.1.6 EMERGENCY USE TELEPHONES

The bidder must supply the State with one-hundred-fifty (150) telephones that are preprogrammed and can be activated by the keying in of a code on the telephone device. These loaned phones will be stored at OIT and issued and activated on an emergency basis only. At the conclusion of the emergency need, the Using Agency will return the phones to OIT and the phones will be deactivated. Contractor shall 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 must be billed at a reduced rate.

☐ Comply ☐ Non-Comply

3.1.6.7 REPLACEMENT PHONES

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

☐ Comply ☐ Non-Comply

3.1.6.8 ACCESSORIES

Should include but are not limited to:

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

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

The bidder must provide its response on Schedule D of this RFP.

3.1.7 WIRELESS MODEMS, WIDE AREA NETWORK ACCESS CARDS AND NETWORKS

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

3.1.7.1 WIRELESS WIDE AREA NETWORK ACCESS CARDS

3.1.7.1.1 CDMA Networks

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

☐ Comply ☐ Non-Comply

3.1.7.1.2 GSM Networks

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

☐ Comply ☐ Non-Comply

3.1.7.2 WIRELESS MODEMS

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

☐ Comply ☐ Non-Comply

Wireless wide area access cards and wireless modems may be substituted with essentially similar or improved models during the term of the contract as specified in Section 5.27 of this RFP.

The bidder must provide a response on Schedule E of this RFP.

3.1.8 CELLULAR DIGITAL PACKET DATA SERVICE (CDPD) AND ASSOCIATED DEVICES

This section of the RFP covers the underlying service and its network/service functionality for which the bidder is to bid on service only. Communications devices may be bid separately under Section 3.1.7 of this RFP.

It is understood that this is an older service that is being phased out and replaced with newer high speed services. The New Jersey State Police use CDPD as a way of providing up-to-date information to officers

on patrol and a way for officers to query databases at the Motor Vehicle Commission and the National Crime Information Center. It, therefore, must be maintained for some time until it is possible to migrate to newer high-speed wireless networks. Bidders proposing this system must be prepared to support it for a minimum of three years. There will be approximately 1,000 CDPD units operating by calendar year-end.

3.1.8.1 CDPD NETWORK

3.1.8.1.1 The Bidder's CDPD network must be provided at a flat monthly rate cost per unit to the State.

☐ Comply ☐ Non-Comply

3.1.8.1.2 Public safety aspects and use of the CDPD network by the New Jersey State Police requires full and complete coverage of the State of New Jersey. The bidder shall provide a complete technical description of its wireless networks in New Jersey and provide maps showing coverage and void areas. The bidder shall state the percentage of coverage and detail its plans for improvement, if any. The bidders shall state where its networks are fully owned and where there are contractual arrangements for coverage. These contractual coverage areas should be shown on the submitted coverage maps. If required, the State is willing to sign a confidentiality agreement for this information.

☐ Comply ☐ Non-Comply

3.1.8.2 NETWORK/SERVICE FUNCTIONALITY (SHOULD INCLUDE BUT IS NOT LIMITED TO)

- Security
- Network Authentication
- Reliability
- Continuous Access
- Encryption
- Open Standard TCP/IP Protocol
- Statewide Wireless Data Coverage
- Frame Relay Connectivity

☐ Comply ☐ Non-Comply

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

The bidder's proposal must provide detailed information on these features as described in Schedule F of this RFP.

3.1.9 HIGH SPEED WIRELESS DATA NETWORK

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

3.1.9.1 Bidder's network must provide reliable, continuous access coverage to the entire State of New Jersey and provide a coverage map for New Jersey and all other service areas. If required, the State is willing to sign a confidentiality agreement for this information.

☐ Comply ☐ Non-Comply

3.1.9.2 Bidder's network must operate at speeds bursting to at least 144 kbs.

☐ Comply ☐ Non-Comply

3.1.9.3 Bidder's network must provide security via authentication and encryption, and bidder must provide the State with a detailed description how this security functions within its network.

☐ Comply ☐ Non-Comply

3.1.9.4 Network offerings must include a flat rate option.

☐ Comply ☐ Non-Comply

* Costs, network technical details, and any services or features that enhance the Bidder's offering are to be provided on Schedule F of this RFP.

3.1.10 WIRELESS PHONE, MODEM AND ACCESSORY WARRANTIES

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

☐ Comply ☐ Non-Comply

3.1.10.2 If warranty repairs cannot be corrected within twenty-four (24) hours, the contractor, at no cost to the Using Agency, must supply a replacement or loaner wireless phone which is functionally equivalent and activated with the original wireless telephone number.

☐ Comply ☐ Non-Comply

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

☐ Comply ☐ Non-Comply

3.1.10.4 The contractor must 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.

☐ Comply ☐ Non-Comply

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

☐ Comply ☐ Non-Comply

3.2 PAGERS, MESSAGING DEVICES, AND UNDERLYING NETWORK

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

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

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

The Contractor may substitute devices during the term of the contract provided that they are similar or improved models and they continue to fit within the intent of this RFP. ~~The Contractor must provide complete technical specification sheets on the substituted devices and obtain Purchase Bureau approval prior to the substitution, as specified in Section 5.27 of this RFP.~~

3.2.1 PAGING NETWORK/SERVICE FUNCTIONALITY

Must include but is not limited to:

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

☐ Comply ☐ Non-Comply

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

The bidder shall itemize these offerings and costs on schedule G, H, and I of this RFP.

3.2.2 ADVANCED WIRELESS MESSAGING

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

3.2.2.1 ADVANCED WIRELESS MESSAGING SERVICE AND FUNCTIONALITY

Must include but is not limited to:

- Statewide, Regional and Nationwide Coverage plans.
- Telephone capability.
- Corporate and Internet E-Mail capabilities (send and receive).

The bidder shall itemize these offerings and costs on Schedule J of this RFP.

3.2.2.2 ADVANCED WIRELESS MESSAGING SOFTWARE INTERFACE AND SUPPORT

If specialized software package(s), vendor supplied or third party, are required to provide a secure interface between the State's email system and a particular advanced wireless device, the bidder shall

itemize these offerings and costs on Schedule K of this RFP. If none, please indicate "not applicable" on Schedule K.

3.2.2.3 ADVANCED WIRELESS MESSAGING DEVICES

The bidder shall provide complete information regarding all devices proposed on Schedule L of this RFP.

3.2.3 PAGING EQUIPMENT AND MESSAGING DEVICES WARRANTIES AND SERVICE

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

☐ Comply ☐ Non-Comply

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

☐ Comply ☐ Non-Comply

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

☐ Comply ☐ Non-Comply

3.2.3.4 Devices reported as lost by the Using Agency shall be replaced under the terms of paragraph 3.2.3.2 of this RFP. Insurance for replacement shall be part of the monthly recurring lease cost with a deductible not to exceed five dollars (\$5.00) for pagers and not to exceed fifty dollars (\$50.00) for advanced messaging devices.

☐ Comply ☐ Non-Comply

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

☐ Comply ☐ Non-Comply

3.3 BILLING

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

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

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

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

☐ Comply ☐ Non-Comply

3.3.1.2 Billing must be submitted electronically in a format that can be read by non-proprietary systems.

☐ Comply ☐ Non-Comply

3.3.1.3 No additional fees, surcharges or pass-through charges will be paid or accepted.

☐ Comply ☐ Non-Comply

3.3.1.4 With the exception of pagers, the State will pay for services only after they are rendered.

☐ Comply ☐ Non-Comply

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

☐ Comply ☐ Non-Comply

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

☐ Comply ☐ Non-Comply

3.3.1.7 Service and usage billing for cellular service must be presented to OIT within thirty (30) to forty-five (45) days of the actual incurrence of the charge.

☐ Comply ☐ Non-Comply

3.4 REPORTS

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

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

☐ Comply ☐ Non-Comply

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

3.5 ENHANCED IN BUILDING WIRELESS COVERAGE

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

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

☐ Comply ☐ Non-Comply

The bidder must provide details regarding the proposed system(s) on Schedule M of this RFP.

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

High-speed, fixed, wireless connectivity is an increasingly popular way to link WLAN segments. In many instances, multiple buildings form a functional entity in which the people in the various sites need to function as if they are under one roof. This type of environment is commonly called a campus environment. Examples of campus environments include multi-building corporate complexes; university and college campuses; schools within a school board district; metropolitan (municipal) governments operating out of multiple buildings; hospitals, utilities, and metro disaster-recovery networks. A number of wireless-technology choices are available for interconnecting the buildings within a campus LAN. These tend to boil down to the following basic categories:

- Free-air optics
- 60-GHz, 5.8-GHz and 24-GHz unlicensed
- Licensed 6 to 38 GHz

3.6.1 Bidder's proposed system(s) must support speeds from 50 to 250 megabits per second.

☐ Comply ☐ Non-Comply

3.1.6.2 Bidder must provide a complete solution including site analysis, installation, frequency licensing, if necessary, and final testing.

☐ Comply ☐ Non-Comply

The bidder shall provide detail regarding the proposed system(s) on Schedule N of this RFP.

4.0 PROPOSAL PREPARATION AND SUBMISSION**4.1 GENERAL**

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

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

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

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

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit three (3) full, complete and exact copies of the original. Bidders

failing to provide the requested number of copies will be charged the cost incurred by the State to produce the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.3.1 The bidder may, at its option, submit electronic copies of the bid proposal on externally labeled CD ROMs along with one printed original as requested in Section 4.3. The CD ROM copies must be exact duplicates of the printed original and will eliminate the need for the printed copies requested in Section 4.3. The data on the CD ROM must be in Microsoft Word, PDF, or Excel format, or a combination thereof. CD ROMs may be substituted during the term of the contract, if necessary, to reflect any contract changes accepted by the State.

4.4 PROPOSAL CONTENT

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

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

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

4.4.1 SECTION 1 - FORMS

The following items should be included with Section 1 of the proposal.

4.4.1.1 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is attached as Attachment 1 to this RFP.

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

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

The MacBride Principles Certification Form is attached as Attachment 2 to this RFP

4.4.1.3 AFFIRMATIVE ACTION

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

The Affirmative Action Forms are attached as Attachment 3 to this RFP

4.4.1.4 SET ASIDE CONTRACTS - (NOT APPLICABLE TO THIS PROCUREMENT)

4.4.1.5 BID BOND - (NOT APPLICABLE TO THIS PROCUREMENT)

4.4.1.6 REGISTRATION WITH DIVISION OF REVENUE

The bidder must submit proof of valid registration with the Division of Revenue, and, if applicable, by every subcontractor of the bidder, with the bidder's bid.

4.4.17 AGREEMENT TO EXTEND

Bidders who desire to extend to Quasi-State Agencies, Counties, Municipalities, School Districts, County Colleges and State Colleges must complete form PBCOP1, see Attachment 4.

4.4.2 SECTION 2 - TECHNICAL PROPOSAL

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work, Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This section of the bid proposal should contain at least the following information. This section of the bid proposal must include a copy of Section 3.0 of the RFP with the completed "comply," and "non-comply" checkboxes, as well as completed Schedules A through N.

4.4.2.1 MANAGEMENT OVERVIEW

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

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

4.4.2.2 DETAILED TECHNICAL REVIEW

The bidder shall address in narrative format each of the subsections contained in Section 3.0 (Scope of Work). For example the bidder should clearly define the number of the subsection and address each individual subsection individually. These narratives should convince the State that the bidder's proposal meets the requirements of each subsection.

4.4.2.3 EMERGENCY PREPAREDNESS

The bidder shall address plans for disaster recovery. Also, plans should provide for additional cell coverage at special events or emergencies where large gatherings of people require an abnormal need for cellular service on a temporary basis.

4.4.2.2 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.

4.4.2.3 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.

4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN - (NOT APPLICABLE FOR THIS PROCUREMENT)

4.4.2.5 POTENTIAL PROBLEMS

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

4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE

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

4.4.3.1 LOCATION

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

4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

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

4.4.3.3 RESUMES - (NOT APPLICABLE TO THIS PROCUREMENT)

4.4.3.4 BACKUP STAFF - (NOT APPLICABLE TO THIS PROCUREMENT)

4.4.3.5 ORGANIZATION CHART (ENTIRE FIRM)

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.

4.4.3.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

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

4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER

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

4.4.3.8 SUBCONTRACTOR(S)

- A. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- B. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

~~C. The bidder should provide detailed resumes for each subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.~~

- D. The bidder should provide documented experience demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.4 SECTION 4 - COST PROPOSAL

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

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

The following Schedules are attached to this RFP:

- Schedule A - Wireless Telephone Services
- Schedule B - Push to Talk/Two Way Radio Functionality
- Schedule C - Wireless Priority Service
- Schedule D - Handheld Wireless Devices
- Schedule E - Wireless Network Interface Cards
- Schedule F - CDPD Service
- Schedule F - High Speed Wireless Network
- Schedule G - Numeric Pagers
- Schedule H - Alphanumeric Pagers
- Schedule I - Two-Way Paging
- Schedule J - Advanced Wireless Messaging Service
- Schedule K - Advanced Wireless Messaging Server Software, License, and Upgrade Costs
- Schedule L - Advanced Wireless Messaging Devices
- Schedule M - Enhanced In Building Wireless Coverage System
- Schedule N - Short Range Point to Point Wireless Links

5.0 SPECIAL TERMS AND CONDITIONS**5.1 PRECEDENCE OF SPECIAL TERMS AND CONDITIONS**

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

Unless specifically noted within this RFP, the Special Terms and Conditions, take precedence over the Standard Terms and Conditions (see Appendix 1).

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

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

5.2 PERFORMANCE BOND - (NOT APPLICABLE TO THIS PROCUREMENT)

5.3 BUSINESS REGISTRATION

See Standard Terms & Conditions, Appendix 1, Section 1.1.

5.4 CONTRACT TERM AND EXTENSION OPTION

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

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

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

5.5 CONTRACT TRANSITION

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

5.6 AVAILABILITY OF FUNDS

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

5.7 CONTRACT AMENDMENT

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

5.8 CONTRACTOR RESPONSIBILITIES

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

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

5.9 SUBSTITUTION OF STAFF - (NOT APPLICABLE TO THIS PROCUREMENT)

5.10 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.

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

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

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

5.11 OWNERSHIP OF MATERIAL

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

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

5.12 DATA CONFIDENTIALITY

Contractor shall keep confidential all Using Agency Proprietary Network Information ("PNI"). PNI means information that relates to the activity, technical configuration, type, destination, location, and amount of use of the telecommunications service, an any other information that is made available or becomes known to contractor, solely by virtue of the carrier-customer relationship, and information contained in the bills pertaining to exchange service or toll service. PNI does not include subscriber list information or data expressed in aggregate terms.

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

5.13 NEWS RELEASES

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

5.14 ADVERTISING

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

5.15 LICENSES AND PERMITS

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

5.16 CLAIMS AND REMEDIES

5.16.1 CLAIMS

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

5.16.2 REMEDIES

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

5.16.3 REMEDIES FOR NON-PERFORMANCE

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

5.17 LATE DELIVERY AND LIQUIDATED DAMAGES - (NOT APPLICABLE TO THIS PROCUREMENT)

5.18 RETAINAGE - (NOT APPLICABLE TO THIS PROCUREMENT)

5.19 STATES OPTION TO REDUCE SCOPE OF WORK

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

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask.

The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

5.20 SUSPENSION OF WORK

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

5.21 CHANGE IN LAW

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

5.22 CONTRACT PRICE INCREASE (PREVAILING WAGE) - (NOT APPLICABLE TO THIS PROCUREMENT)

5.23 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

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

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

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

5.24 FORM OF COMPENSATION AND PAYMENT

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

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

5.24.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

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

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

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

5.25 CONTRACT ACTIVITY REPORT - (NOT APPLICABLE TO THIS PROCUREMENT)**5.26 NEW TECHNOLOGY****A. New Technology**

If new service, having the same functional purpose and a demonstrated nexus to the service under the contract, is developed and comes into standard production after the contract award, that service will be considered for addition and/or replacement for the service under contract. The contractor must make a written request to the Purchase Bureau for new service to be added to the contract. Such written request must include the specifications for the new service, evidencing that the new service serves the same functional purpose and has a close nexus to the service under contract.

All proposed additions or replacements are subject to a review and written acceptance by the Director, Division of Purchase and Property. The sale of new service accepted in writing by the Director shall be governed by the terms of the contract, including price. The aggregate price of any new services must be equal to or less than the existing contracted service.

The Contractor shall be responsible for all coordination and interfacing with other carriers and suppliers.

5.27 ADDITIONS AND SUBSTITUTIONS

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

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

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

5.28 METHOD OF OPERATION

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

Awarded vendors will be required to provide contract users with:

1. A written quote showing each item being quoted.
2. A photocopy of the page from the vendor's original bid proposal detailing the item or system. If an item has been added to the contract after the original bid submission, the vendor must provide contract users with a photocopy of:
 - A. The Letter of Authorization from the Purchase Bureau verifying approval of the addition.
 - B. The vendor's letter requesting the addition and any attachments specifying the item or items to be added.

5.29 SUPPLEMENT TO STANDARD TERMS AND CONDITIONS

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

Section 2 Liabilities, Paragraph 2.1 Patent and Copyright Indemnity

A. The Contractor shall fully indemnify, defend and hold harmless State of New Jersey, its officers, agents, servants and employees, harmless from any and all suits, actions, damages, liability, losses and costs of any nature or kind including attorney fees, arising from, relating to, or on account of, the use of any copyrighted or uncopyrighted composition, trademark, trade secret, intellectual property right, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the Contract.

B. The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have sole control of the defense or settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.

C. In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

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

A. The contractor assumes all risk and responsibility for, and agrees to indemnify, defend and save harmless, the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith, including attorneys' fees, on account of loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise or result from: (1) any willful misconduct or negligent act or omission of the contractor; or (2) the work, materials or services supplied by the contractor under the contract to the extent that such work, materials or services or defective or not compliant with this

contract; or (3) the contractor's breach of this contract. This indemnification obligation is not limited by but is in addition to the insurance obligation combined in the contract.

B. Contractor does not assume and shall have no liability under the agreement for damage caused to the equipment due to acts of God, acts of the public enemy, acts of the government and war. Without limiting the foregoing, the Contractor's sole liability for service disruption, whether caused by the negligence of the contractor or otherwise, is limited to a credit allowance not exceeding an amount equal to the proportionate change to the customer for the period of service disruption, to the extent that any such service disruption is not caused by the willful and deliberate misconduct or negligence of the Contractor.

This indemnification obligation does not extend to incidental, special, or consequential damages.

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

Comprehensive General Liability Insurance

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

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

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

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

Subparagraphs b. and c. remain unchanged.

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

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

The following two paragraphs remain unchanged.

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

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

Section 4.1 is replaced with the following:

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

placed during the contract period. Contractor will make commercially reasonable efforts to notify the Director of any price reduction.

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

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

The following section is added:

7. Use Of Service

The State will exert reasonable efforts to assure that its users comply with all FCC rules and regulations. The State will exert reasonable efforts to assure that its users do not use the services contracted herein for any unlawful purpose. The State will assert reasonable efforts to assure that its users do not use the services in aircraft in violation of FAA rules or regulations.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 PROPOSAL EVALUATION COMMITTEE

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

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

6.3 EVALUATION CRITERIA

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

6.3.1 GENERAL CRITERIA

- A. The bidder's general approach and plans in meeting the requirements of this RFP.
- B. The bidder's detailed approach and plans to perform the services required by the Scope of Work Section of this RFP.
- C. The bidder's documented experience in successfully completing contracts of a similar size and scope to those 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 those required by this RFP.

E. The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

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

6.3.2 COST PROPOSAL

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

6.4 CONTRACT AWARD

Awards will be made to a Primary and Secondary vendor for each line item and, in some cases, a Tertiary award will be made for a line item.

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

Line awards will be made for the following categories:

- Wireless Telephone Service (Schedule A)
- Push to Talk/Two way Radio Functionality (Schedule B)
- Wireless Priority Service (Schedule C)
- Wireless Network Interface Cards - Schedule E
- CDPD Service (Schedule F)
- High Speed Wireless Network (Schedule F)
- Numeric Pager (Schedule G)
- Alphanumeric pagers (Schedule H)
- Two Way Paging (Schedule I)
- Advanced Wireless Messaging Service (Schedule J)
- Enhanced Wireless Messaging Service Software, License (Schedule K)
- Enhanced In Building Wireless Coverage System (Schedule M)
- Short Range Point-to-Point Wireless Links (Schedule N)

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

- Handheld Wireless Phones - Schedule D
- Advanced Wireless Messaging Devices - Schedule L

7.0 ATTACHMENTS AND APPENDICES

ATTACHMENTS - To be submitted with bid proposal.

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

APPENDICES

1. New Jersey Standard Terms and Conditions
2. Set-Off for State Tax Notice

ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 W. STATE ST., 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08635-0230		BIDDER: _____ _____ _____	
INSTRUCTIONS: Provide below the name, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.			
NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD
		OWNERSHIP INTEREST (Shares Owned or % of Partnership)	
INSTRUCTIONS: Provide below the name, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnership, corporations and any other owner having a 10% or greater interest in the firm named above. If there are no owners with 10% or more interest in the firm, enter "None" below. Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.			
NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD
		OWNERSHIP INTEREST (Shares Owned or % of Partnership)	
COMPLETE ALL QUESTIONS BELOW			
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests)			YES NO
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or delinquent persons matter by the State of New Jersey, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance)			YES NO
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance)			YES NO
4. Are there now any criminal matters or delinquent proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance)			YES NO
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance)			YES NO
CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information furnished herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.			
I, being duly sworn, declare that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.			
Company Name: _____ Address: _____ PRINT OR TYPE _____ (Signature) PRINT OR TYPE _____ (Name) FEIN/SSN#: _____ PRINT OR TYPE _____ (Title) Date _____			

ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM

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

~~Pursuant to Public Law 1995-c-134-a responsible bidder selected after public bidding by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:33-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.~~

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

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

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

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

Signature of Bidder

Name (Type or Print)

Title Name (Type or Print)

Name of Company Name (Type or Print)

Date

7K1-c(s) 062210

SUPPLEMENT TO BID SPECIFICATIONS

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

- AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

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

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

IMPORTANT:

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

- Item 1** - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for".
- If your business is such that you have not, or will not receive a Federal Employer Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.
- Item 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".
- Item 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.
- Item 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.
- Item 5** - Enter the physical location of the company, include City, County, State and Zip Code.
- Item 6** - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.
- Item 7** - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.
- Item 8** - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.
- Item 9** - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.
- Item 10** - Enter the total number of employees at the establishment being awarded the contract.
- Item 11** - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.
- Item 12** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.
- Racial/Ethnic Groups will be so defined:
- Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.
- Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.
- American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
- Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Samoa.
- Item 13** - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.
- Item 14** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.
- Item 15** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".
- Item 16** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.
- Item 17** - Print or type the name of the person completing this form. Include the signature, title and date.
- Item 18** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

State of New Jersey AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

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

1. FID. NO. OR SOCIAL SECURITY SECTION A - COMPANY IDENTIFICATION

2. TYPE OF BUSINESS 3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? ☐ YES ☐ NO

8. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J.: ()

10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: ()

11. PUBLIC AGENCY AWARDING CONTRACT: CITY STATE ZIP CODE

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

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

Temporary and Part-time Employees ☐ 1. YES ☐ 2. NO

13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP OBTAINED? ☐ 1. VISUAL SURVEY ☐ 2. EMPLOYMENT RECORD ☐ 3. OTHER (SPECIFY) ☐ 1. YES ☐ 2. NO

14. DATES OF PAYROLL PERIOD USED: MO. | DAY | YEAR |

15. IS THIS THE FIRST EMPLOYEE SUBMITTED? ☐ 1. YES ☐ 2. NO

16. IF NO, DATE OF LAST REPORT SUBMITTED: MO. | DAY | YEAR |

17. NAME OF PERSON COMPLETING FORM PRINT OR SIGNATURE TITLE

18. ADDRESS (NO. & STREET) CITY STATE ZIP CODE PHONE (AREA CODE, NO. & EXTENSION)

FORM AA302

ATTACHMENT 4 - COOPERATIVE PURCHASING FORM

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

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

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

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

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

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

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

VOLUNTEER FIRST AID SQUADS AND RESCUE

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

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

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

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

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

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

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

YES

NO

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

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

ATTACHMENT 5 - PRICE SCHEDULES**Schedule A - Wireless Telephone Services**
(Per RFP Section 3.1)

Plan Type or Name: _____

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

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

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

Specify:

_____	\$ _____
_____	\$ _____
_____	\$ _____

Define Peak and Off-Peak Time Periods: _____

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

Provide a detailed coverage map for this plan. _____

Must use separate sheet for each plan submitted.

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

Schedule A - Wireless/Cellular Telephone Value Added Features

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

[illegible]

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

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Schedule B - Push to Talk/Two Way Radio Functionality
(Per RFP Section 3.1.4)

Plan Type or Name: _____

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

	Monthly Cost	Non- Recurring Cost	Monthly Allowance	Per Minute Cost	Overage Cost
Push to Talk Only	\$	\$		\$	\$
Group Capability	\$	\$		\$	\$

Plan Coverage: _____

Provide a detailed coverage map for this plan.
Must use separate sheet for each plan submitted.
Any additional/associated charges not identified will not be paid by the State.

Schedule C - Wireless Priority Service
(Per RFP Section 3.1.5)

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

[illegible]

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

Schedule D - Handheld Wireless Phones
(Per RFP Section 3.1.6)

Category Price Range	Manufacturer	Model	Cost
FREE			\$0.00
List-Additional-Submissions			
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

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

Accessories:

Accessories should include but are not limited to:

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

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

Schedule D - Handheld Wireless Phones (Continued)

Installation of Accessories

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

Vehicle Adapter Kits	\$
External Antennas	\$

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

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

Schedule E - Wireless Network Interface Cards
(Per RFP Section 3.1.7.1)

Manufacturer & Model	Type of Card (PCMCIA etc)	Cost
		\$
		\$
		\$
		\$
		\$
		\$

Wireless Mobile Modems:

Manufacturer & Model	Type of Modem	Cost
		\$
		\$
		\$
		\$
		\$
		\$

Discount Structure: _____

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

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

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

Schedule F - Wireless Data
(Per RFP Section 3.1.8)

Wireless Data Services and Associated Devices:

Network Costs: \$ _____

CDPD Service: _____

Monthly Access Charge - must be a flat rate: \$ _____

Note: If CDPD service is to be phased out by bidder then please enter the date through which this service will continue to be supported. _____

High Speed Wireless Network:

Type and Name of Network: _____

Speed and Pricing Options: _____

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

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

Must use separate sheet for each plan submitted.

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

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

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

Feature Descriptions:

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

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

Recurring Monthly Charges per Payer:

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

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

Feature Descriptions:

Additional Options:

[illegible]

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

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

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

Recurring Monthly Charges per Page:

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

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

[illegible]

The pricing submitted will be the firm pricing for the duration of the contract. Any additional/associated charges not identified will not be paid by the State.

Schedule J - Advanced Wireless Messaging Service
(Per RFP Section 3.2.2.1)

Plan Name or Type: _____

Recurring Monthly Charges per Unit: \$ _____

Number of Calls and Characters Allowed	#	#
Overall Charges	\$	\$
Telephone Option	\$	
Fiat Rate Monthly Cost Option	\$	

Feature Descriptions: _____

Attach additional sheets as necessary for multiple plans.

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

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

Schedule K - Advanced Wireless Messaging Server Software, License and Upgrade Costs
(Per RFP Section 3.2.2.2)

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

Additional Options and Interfaces:

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

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

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

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

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

Schedule L - Advanced Wireless Messaging Devices
(Per RFP Section 3.2.2.3)

Device Make and Model: _____

Cost: \$ _____

Description: _____

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

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

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

Schedule M - Enhanced in Building Wireless Coverage System(s)
(Per RFP Section 3.5)

System/Device Make and Model: _____

Description: _____

Cost of Equipment: \$ _____

Installation Cost (Hourly Rate): \$ _____

Annual Maintenance Cost 2nd through 5th Year \$ _____

Attach complete specifications for this system to this schedule. Multiple copies of this schedule are acceptable if the proposing multiple systems.

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

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

Schedule N - Short Range Point to Point Wireless Links
(Per RFP Section 3.6)

Device Make and Model: _____

Speed in Megabits: _____

If radio, frequency range: _____

If not radio, type of transmission: _____

ATTACHMENT 6 RECIPROCITY FORM**RECIPROCITY FORM**
(Optional Submission)**IMPORTANT NOTICE TO ALL BIDDERS**

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

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

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

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

Name of Locality having preference practices:

City /Town/Authority	
County	
State	

☐ Documentation Attached

☐ Resolution ☐ Regulations/Laws
☐ Notice to Bidder ☐ Other _____

Name of Firm Submitting this information _____

Please Print

APPENDIX 1 - NJ STATE STANDARD TERMS AND CONDITIONS

STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

- I. Unless the bidder is specifically instructed otherwise in the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
 - II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part in summary of by reference. In the event the bidder's terms and conditions conflict with the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
 - III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
 - IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.
1. **STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**
 - 1.1 **BUSINESS REGISTRATION** - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-BEG can be filed online at <http://www.state.nj.us/treasury/revenue/getthecertificate.htm#business>
 - 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-36, and all rules and regulations issued there under.
 - 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56,26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
 - 1.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.
 - 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
 - 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
 - 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
 - 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
 - 1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. LIABILITIES

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

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

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

STATE OF NEW JERSEY
Purchase Bureau - Bid Ref #

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

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
 1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
 2. PRODUCTS/COMPLETED OPERATIONS
 3. PREMISES/OPERATIONS

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

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

\$100,000 BODILY INJURY, EACH OCCURRENCE
\$100,000 DISEASE EACH EMPLOYEE
\$500,000 DISEASE AGGREGATE LIMIT

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

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

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

3.3 BID AND PERFORMANCE SECURITY

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

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

a. Issue an award notice for those offers accepted by the State;

b. Return all bond securities to those who have not been issued an award notice.

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

b. **Performance Security** - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

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

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

3.5 TERMINATION OF CONTRACT

a. Change of Circumstances

Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the contractor with an opportunity to respond.

In the event of such termination, the contractor shall furnish to the using agency, free of charge, such reports as may be required.

b. For Cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

3.6 COMPLAINTS - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.6.

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

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

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

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

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

3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 26.9 permits any college to participate in any term contract(s) that may be established as a result of this proposal.

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

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

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

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

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

a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.

b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.

c. Vendor Federal Employer Identification Number.

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

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

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

a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practices.

b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.

- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
 - d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
 - e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
 - f. ~~During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.~~
 - g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.
 - 3.14 DELIVERY GUARANTEES** - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

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

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

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet its commitments.
 - 3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE** - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. The bids will be awarded by the Director in accordance with N.J.A.C. 17:12-2.1D.
 - 3.16 BID ACCEPTANCES AND REJECTIONS** - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17:12-2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.
 - 3.17 STATES RIGHT TO INSPECT BIDDER'S FACILITIES** - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.
 - 3.18 STATES RIGHT TO REQUEST FURTHER INFORMATION** - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.
 - 3.19 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.
- 4. TERMS RELATING TO PRICE QUOTATION**
- 4.1 PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.
- In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.
- Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

- 4.2 DELIVERY COSTS** - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.
- F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.
- 4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.
- 4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.
- 4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original bill of lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.
- For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.
- The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. For more information, call your bank or any merchant services company.
- 4.6 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$500 per properly executed invoice.
- Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.
- 4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-14 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 locally maintains a preference practice for their bidders.
- 5. CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.
- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.
- 6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).
- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:130-139. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE

NOTICE TO ALL BIDDERS

SET-OFF FOR STATE TAX NOTICE

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

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

