

7RCN 07/11/07

Resolution of the City of Newark, N.J.

NO. 7RCNDate of Adoption JUL 11 2007

Resolution authorizing Business Administrator and Newark Police Department to accept on behalf of the Newark Police Department from Brian Shockley, Director of Marketing PIPS Technology, 10511 Hardin Valley Road, Building C, Knoxville, Tennessee 37932-1565, a gift of PIP Infrared Camera Surveillance Equipment to be utilized as surveillance equipment as seen fit to assist the Newark Police Department in its crime fighting efforts.

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

Factual contents certified by

Corporation Counsel

Title

Council Member Council of the whole presents the following Resolution:

WHEREAS, Brian Shockley, Director of Marketing PIPS Technology, 10511 Hardin Valley Road, Building C, Knoxville, Tennessee 37932-1565 through a donation of PIPS Infrared Camera Surveillance Equipment (see attached Exhibit "A") has seen fit to assist the Newark Police Department in its crime fighting efforts; and

WHEREAS, Brian Shockley, Director of Marketing PIPS Technology, agrees to donate the above stipulated surveillance equipment as a gift and expects nothing in return; and

WHEREAS, the Newark Police Department wishes to accept this gift pursuant to N.J.S.A. 40A:5-29.

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

1. The Business Administrator and the Newark Police Department are hereby authorized to accept on behalf of Newark Police Department to accept a gift of PIP Infrared Camera Surveillance Equipment to be utilized as surveillance equipment as seen fit to assist the Newark Police Department in its crime fighting efforts.

2. The original of this Resolution shall be filed in the Office of the City Clerk by the Newark Police Department.

STATEMENT

This resolution allows the City of Newark to accept a donation of an Infrared Camera Surveillance Equipment from PIPS Technology to facilitate the Newark Police Departments crime fighting efforts.

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	✓				Payne	✓				Rice	✓			
Gonzalez	✓				Quinlana, Vice Pres	✓				Rone	✓			
James	✓				Ramos	✓				Crump, Pres	✓			

✓ Indicates Vote

AB - Absent

NV - Not Voting

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

JUL 11 2007

President of the Council

City Clerk

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

CITY CLERK'S OFFICE
NEWARK, N.J.
ROOM 309

CERTIFIED TO BY ME THIS

JUL 12 2007

Newark

Cory A. Booker
Mayor

7RCN 07/11/07



Department of Police
31 Green Street
Newark New Jersey 07102
973-733-8007

Garry F. McCarthy
Police Director

May 16, 2007

MEMORANDUM

TO: BO KEMP
BUSINESS ADMINISTRATOR

FROM: GARRY F. MCCARTHY
POLICE DIRECTOR

RE: RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR
AND THE NEWARK POLICE DEPARTMENT TO ACCEPT FROM
PIPS TECHNOLOGY AN INFRARED CAMERA SURVEILLANCE
EQUIPMENT

CITY CLERK'S OFFICE
NEWARK, N.J.
RCOM 309
2007 JUN 20 AM 10:35

Attached please find a Resolution pertaining to the above-reference matter to be placed on the agenda for the next Municipal Council meeting.

Your attention to this matter is appreciated.


GARRY F. MCCARTHY
POLICE DIRECTOR

AC/wrw
Enc.

COPY TO COUNCIL & ANALYSTS
FOR THEIR INFORMATION

Res. 7RCN 07/11/07

Newark

Cory A. Booker
Mayor

7rcw 07/11/07



Department of Police
31 Green Street
Newark New Jersey 07102
973-733-8007

Garry F. McCarthy
Police Director

May 16, 2007

M E M O R A N D U M

TO: ROBERT MARASCO
CITY CLERK

FROM: GARRY F. MCCARTHY
POLICE DIRECTOR

RE: RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR
AND THE NEWARK POLICE DEPARTMENT TO ACCEPT FROM
PIPS TECHNOLOGY AN INFRARED CAMERA SURVEILLANCE
EQUIPMENT

Attached please find a Resolution pertaining to the above-reference matter to be placed on the agenda for the next Municipal Council meeting

Your attention to this matter is appreciated.


GARRY F. MCCARTHY
POLICE DIRECTOR

AC/wrw
Enc.

7Ren 07/1/07

EXHIBIT "A"

- 2 - P362 Compact ALPR Dual Lens Camera with Infrared Illuminator - monochrome camera plus color overview @950 nm;
- 2 - Cable Assembly - P362 cable assembly for mobile installation;
- 1 - SuperRex Mobile ALPR Processor - Supports up to 4 dual lens P362 cameras;
- 1 - GPS Module for the Law Enforcement Package
- 1 - PAGIS In-Car Software including the PIPS ALPR/OCR Engine;
- 1 - Camera Bracket Mounting Hardware;
- 1 - BOSS Back Office System Software for Law Enforcement. Provides PAGIS User Administration, Data Analysis/Mining, Inter-Agency Data Sharing, Database Management via MSDE, and data mapping via Google Maps.
- 1 - Two day On-site installation and training services.

Newark

Department of Police
31 Green Street
Newark, New Jersey 07102
973-733-7936
(Fax) 733-3981

Cory A. Booker
Mayor

Anthony Campos
Chief of Police



Brian Shockley
Director of Marketing
PIPS Technology
10511 Hardin Valley Rd. Bldg. C.
Knoxville, Tennessee 37932-1565

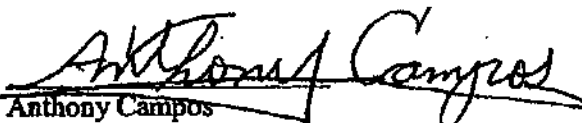
RE: Award of PIPS Infrared Camera System

Dear Mr. Shockley,

On behalf of the City of Newark, I would like to accept the above-referenced award pending formal adoption by the Newark Municipal Council as required by N.J.S.A. 40A:5-29.

The City of Newark recognizes the commensurate law enforcement and public safety benefits of this award and expects to use the gift to facilitate the crime fighting efforts of the officers of the Newark Police Department.

We are deeply grateful for your support and are hopeful that the acquisition of this equipment will benefit the Newark Police Department in its overall fight on crime.


Anthony Campos
Chief of Police

C: Garry F. McCarthy

COPY

7RCN 071107



PIPS Technology, Inc
 10511 Hardin Valley Rd. Bldg. C
 Knoxville, TN 37932-1565

Newark Police Department
 Sergeant Adolf Perez
 31 Green Street
 Newark, NJ 07102
 United States

23 February 2007

Sergeant Perez,

Upon the request from Detective Louis Plaza, I am sending this correspondence to outline the system that Chief Anthony Campos won by registering at our booth at the IACP in October 2006.

In summary, the system is a 2-camera system featuring 2 of the PIPS P362 dual channel (color and infrared) cameras, the SuperX trunk-mounted ALPR processor, PAGIS in-car software, OCR engine, GPS Module, BOSS back office system software, all required installation accessories, and two-day on-site installation and training. This is a very nice package worth over \$30,000 as outlined below.

<i>Description</i>	<i>Qty</i>	<i>List Price</i>	<i>Ext. List</i>
P362 Compact ALPR Dual Lens Camera with Infrared Illuminator - monochrome camera plus color overview @ 950 nm	2	\$ 4,700	\$ 9,400
Cable Assembly - P362 cable assembly for mobile installation	2	\$ 275	\$ 550
SuperX Mobile ALPR Processor - Supports up to 4 dual lens P362 cameras	1	\$ 7,500	\$ 7,500
GPS Module for the Law Enforcement Package	1	\$ 295	\$ 295
PAGIS In-Car Software including the PIPS ALPR/OCR Engine	1	\$ 6,500	\$ 6,500
Camera Bracket Mounting Hardware	1	\$ 625	\$ 625
BOSS Back Office System Software for Law Enforcement. Provides PAGIS User Administration, Data Analysis / Mining, Inter-Agency Data Sharing, Database Management via MSDE, and data mapping via Google Maps.	1	\$ 1,950	\$ 1,950
Two-day On-site Installation and Training Services	1	\$ 3,800	\$ 3,800
Total Package Value			\$ 30,620

There is no cost to Newark Police Department for the above system; as you can see installation, configuration and training is included as a part of the package. Upon installation, the system becomes the property of Newark PD and there is no further obligation to PIPS for additional hardware or software purchases. The system will include a one-year warranty which will provide free updates to the software and optical character recognition (OCR) engine.

While not required, we would encourage you to subscribe to a System Maintenance Agreement following that first year. The system maintenance extends your warranty coverage, and is renewable on an annual basis. The cost for this system maintenance contract would be roughly \$3,200 annually. But again, this is optional coverage beyond the first year which is included.

If Newark PD chooses to expand their system in the future with additional mobile units and/or fixed systems, you would need to upgrade your system to our BOSS-PRO which includes a SQL Server License to accommodate the increased amount of data being collected by multiple units. If you do this, you will receive a credit of \$1,950 towards the purchase of BOSS-PRO which has a current price of \$5,500. The standard

www.pipstechnology.com

7REN 071107

BOSS software runs Microsoft MSDE and should be suitable for a single car deployment. Again, this is dependant upon Newark's decision to expand their system.

I hope this letter provides you with the information needed to move forward. Please let me know if additional detail is needed, and I'll be happy to provide this.

Please confirm that Chief Campos will be accepting the system on behalf of Newark PD, and we may begin coordinating the delivery and installation.

Best Regards,



Brian Shockley
Director of Marketing
PIPS Technology
(855) 693-4432 ext 231

CC: Detective Louis Piazza
Chief Anthony Campos

www.pipstechnology.com



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
P. O. BOX 230
TRENTON, NEW JERSEY 08625-0230
(609) 984-9703

JAMES E. MCGREEVEY
Governor

JOHN E. MCCORMAC CPA
State Treasurer

May 17, 2004

Ref: 05-X-36294
Wireless Devices and Services
Original Bid Opening Date: June 10, 2004

Addendum #1

This is to advise that the site inspection for RFP Section 3.5 Enhanced In Building Wireless Coverage has been scheduled for Wednesday, June 2, 2004 at 9:30 am at the State House, 125 West State Street, Trenton, NJ. Bidders are to meet outside the front door of the State House.

Responses to bidders' questions will be in a forthcoming addendum.

The Solicitation No. (04-X-36294) has been revised to 05-X-36294.

The following sections are added to the referenced solicitation. Bidders submitting proposals for Enhanced in Building Wireless Coverage Systems (Schedule M) must adhere to these new sections.

1. Section 5.22 Contract Price increase (Prevailing Wage)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

2. Section 5.30 Certificate from the Department of Labor

All Contractors must be in compliance with the Public Works Contractor Registration Act. The "Act" requires the bidder and its subcontractors be registered with the Department of Labor. Under the Act, no contractor/subcontractor will be permitted to engage in a contract for public work unless that contractor/subcontractor is registered with the New Jersey Department of Labor. The Act provides that upon registration with the Department of Labor, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirements. There is a registration fee of \$300 per year. The bidder should submit a copy of this certificate to the Purchase

Bureau with its proposals, or within five days of request by the Purchase Bureau. Evidence of such registration is a condition precedent to the award of contract.

For further information vendors can contact the Contractor Registration Unit at:

New Jersey Department of Labor
Division of Wage & Hour Compliance
PO Box 389
Trenton, NJ 08625-0389
Telephone: (609) 292-9464
Fax: (609) 633-8591

In addition, labor rates must be in accordance with the Prevailing Wage Act. The Prevailing Wage Rates by county may be obtained at the following web site:

<http://www.state.nj.gov.labor>

3. Section.31 Additional Costs

The bidder will assume responsibility for all costs not stated in its bid responses.

All prices and hourly rates bid are required to be all-inclusive. Additional charges for indirect costs, fees, licenses, registrations, commissions, report preparation, administrative tasks, administrative and clerical support, overhead, etc., are not to be billed and, if billed will not be paid. Such costs are recoverable only if included within the prices and hourly rates bid.

4. This RFP is changed to include small business set-aside subcontracting. Added to the RFP are three (3) documents. Bidders submitting proposals for Section 3.5 Enhanced In Building Wireless Coverage must complete the attached subcontractor forms.

If other bidders intend to utilize subcontractors, they must also include a completed and signed Notice of Intent to Subcontract Form and Subcontractor Utilization Plan.

Failure to do so will be sufficient cause to reject a bidder's proposal as non-responsive.

The vendors who attended the bidders conference are as listed below:

Arch Wireless
AT&T Wireless
Cingular Wireless
ESS
FedCel
Gemini Wireless Inc.
Government Procurement Advisors
Jan Communications
Kaval Wireless
Linear Communications Inc.
MCI
Metrocall Wireless
NRI Data
New Jersey Business Systems, Inc.
Nextel Communications
O-MC Signal Research Inc.
Office Solutions Inc.

RWK Consultants LLC
Safari Telecom
Sierra Wireless
SpectraLink Corp.
Sprint Spectrum
T-Mobile
Total Telecom Inc.
TransNet Corporation
Verizon Wireless Messaging Service
Verizon Wireless

Sincerely yours,

Toni Lello
Purchase Bureau

Attachment

1. Subcontractor Set Aside Form
2. Notice of Intent to Subcontractor Form
3. Subcontractor Utilization Plan

SUBCONTRACTOR SET ASIDE FORMS

NOTICE TO ALL BIDDERS

NOTICE OF INTENT TO SUBCONTRACT FORM

SUBCONTRACTOR UTILIZATION PLAN FORM

PROCEDURES FOR SMALL BUSINESS PARTICIPATION AS SUBCONTRACTORS

The contract(s) to be awarded as a result of this Request for Proposal (RFP) will include small business subcontracting targets pursuant to NJAC 17:13-4, and Executive Order 71. Each bidder is required to make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission-registered (Commerce) small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three categories. Bidders must respond to this requirement by completing the *Notice of Intent to Subcontract* form. Failure to include a completed and signed *Notice of Intent to Subcontract* form will be sufficient cause to reject a bidder's proposal as non-responsive.

Any bidder intending to subcontract, pursuant to Section 3.11 of the Standard Terms and Conditions, must complete the *Subcontractor Utilization Plan (Plan)*. Bidders are instructed to list **all** proposed subcontractors on the *Plan*. A bidder intending to subcontract must include a completed and signed *Plan* or be subject to rejection of its proposal as non-responsive.

DEFINITIONS:

"Small business" means a business that

- ☐ is independently owned and operated
- ☐ is incorporated or registered in and has its principal place of business located in the State of New Jersey.
- ☐ Has 100 or fewer full-time employees
- ☐ Has gross revenues falling in one of the following three categories:
 1. 0 to \$500,000 (Category I);
 2. \$500,001 to \$5,000,000 (Category II);
 3. \$5,000,001 to \$12,000,000 (Category III).

"Commerce-registered" means a small business that meets the requirements and definitions of "small business" and has applied for and been approved by Commerce as a small business.

PROCEDURE:

If a bidder intends to subcontract, the following actions should be taken to achieve the set-aside subcontracting goal requirements:

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

Proposals should also contain the following items with the *Plan*, as applicable:

1. A copy of Commerce's proof of registration as a small business for any business proposed as a subcontractor; and,
2. Documentation of the bidder's good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Evaluation Committee to effectively assess the bidder's efforts to comply if the bidder has failed to attain the statutory goals.

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

Note that a bidder's failure to satisfy the small business subcontracting targets or provide sufficient documentation of its good faith efforts to meet the targets may preclude award of a contract to the bidder.

Bidders seeking eligible small businesses should contact:

New Jersey Commerce and Economic Growth Commission
Office of Small Business
20 West State Street
PO Box 820
Trenton, New Jersey 08625-0820
Telephone: (609) 292-2146

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

REQUIRED SUBMISSION

STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY (DPP)

NOTICE OF INTENT TO SUBCONTRACT FORM

THIS ***NOTICE OF INTENT TO SUBCONTRACT*** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

DPP Solicitation Number:	DPP Solicitation Title:
Bidder's Name and Address:	

INSTRUCTIONS: PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

☐ If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED ***SUBCONTRACTOR UTILIZATION PLAN*** WITH THEIR BID PROPOSALS.

☐ If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 3.11 of the Standard Terms and Conditions, I will submit the ***Subcontractor Utilization Plan (Plan)*** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the ***Plan*** documentation of such efforts in accordance with NJAC 17:13-4 and the ***Notice to All Bidders***.

PRINCIPAL OF FIRM:

(Signature)

(Title)

(Date)

REQUIRED SUBMISSION

STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY (DPP) SUBCONTRACTOR UTILIZATION PLAN (REFERENCED IN RFP STANDARD TERMS AND CONDITIONS)				DPP Solicitation No.: _____	
NOTE: If utilizing subcontractors, failure to submit this properly completed form will be sufficient cause for rejection of the bid as non-responsive.				DPP Solicitation Title: _____	
Bidder's Name and Address: _____ _____ _____				• Bidder's Telephone No.: _____ • Bidder's Contact Person: _____	
INSTRUCTIONS: List all businesses to be used as subcontractors. This form may be duplicated for extended lists.					
SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	REGISTERED WITH NJ COMMERCE AND ECONOMIC GROWTH COMMISSION *			TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACTS
	SMALL BUSINESS CATEGORY				
	I	II	III		
* For those Bidders listing Small Business Subcontractors: Attach copies of NJ Commerce & Economic Growth Commission registration for each subcontractor listed. If bidder has not achieved established subcontracting set-aside goals, also attach documentation of good faith effort to do so in the relevant category in accordance with NJAC17:13-4 and the Notice to All Bidders.					
I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.					
I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract.					
PRINCIPAL OF FIRM: _____					

(Signature)

(Title)

(Date)

3
12/03

PRCOP Rev. 8/96



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
P. O. BOX 230
TRENTON, NEW JERSEY 08625-0230
(609) 984-9703

JAMES E. MCGREEVEY
Governor

JOHN E. MCCORMAC CPA
State Treasurer

May 21, 2004

Ref: 05-X-36294
Wireless Devices and Services
Original Bid Opening Date: June 10, 2004
Revised Bid Opening Date: June 30, 2004

Addendum No. 2

This is to advise that the bid opening date has been changed. The new revised bid opening date is June 30, 2004.

Additional questions may be submitted to the Purchase Bureau until the close of business on May 27, 2004.

Responses to bidders' questions will be in a forthcoming addendum.

Sincerely yours,

Toni Lello
Purchase Bureau



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
P. O. BOX 230
TRENTON, NEW JERSEY 08625-0230
(609) 984-9703

JAMES E. MCGREEVEY
Governor

JOHN E. MCCORMAC CPA
State Treasurer

June 15, 2004

Ref: 05-X-36294
Wireless Devices and Services
Original Bid Opening Date: June 10, 2004
Revised Bid Opening Date: June 30, 2004
New Revised Bid Opening Date: July 16, 2004

Addendum No. 3

This is to advise that the bid opening date has been changed. The new revised bid opening date is July 16, 2004.

Responses to bidders' questions will be in a forthcoming addendum.

Sincerely yours,

Toni Lello
Purchase Bureau



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
P. O. BOX 230
TRENTON, NEW JERSEY 08625-0230
(609) 984-9703

JAMES E. MCGREEVEY
Governor

JOHN E. MCCORMAC CPA
State Treasurer

June 23, 2004

Ref: 05-X-36294
Wireless Devices and Services
Original Bid Opening Date: June 10, 2004
Revised Bid Opening Date: June 30, 2004
Revised Bid Opening Date: July 16, 2004
New Revised Bid Opening Date: July 30, 2004

Addendum No. 4

This is to advise that the bid opening date has been changed. The new revised bid opening date is July 30, 2004.

The following constitutes Addendum No. 4 to the above referenced Solicitation. The addendum is divided into the following parts:

- Part 1: Additions, Deletions, Clarifications and Modifications to the RFP
- Part 2: Answers to Bidders' Questions

It is the bidders responsibility to ensure that all changes are incorporated into the original RFP.

Responses to bidders' submittals and questions regarding the Standard Terms and Conditions and the Special Terms and Conditions will be in a forthcoming addendum.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1

Additions, Deletions, Clarifications and Modifications to the RFP

1. Page 11, Section 2.0 Definitions, the following definition is added to this section:

Entity – separate billing units with separate bill to addresses.

2. Page 14, Section 3.1.1.2 Wireless Number Portability, Delete this section and replace with the following:

At the termination of this contract and when another vendor is awarded the new contract, the current contractor must complete the number portability conversion within (120) days after being requested by the State.

- 8930 -

3. Page 16, 3.1.1.6 Emergency Use Telephones. The number for this section should read "3.1.6.6."
4. Page 18, Section 3.1.8.1.2 CDPD Network, Add the following to this section: CDPD is an older technology that may not continue service over the life of the contract. If service is discontinued during the contract period, the awarded vendor must provide OIT Point of Contact notice and continue service until a mutually agreed upon date.
5. Page 17 Add Section 3.1.6.9 Fraudulent Calls: All State of New Jersey lines must be monitored for fraud. In the event that fraud is suspected, the vendor may suspend service and notify the OIT Point of Contact of the suspected fraud. In the event of fraudulent activity, the State will only be liable for the first \$50 per event.
6. Page 20, Section 3.2.2.2 Advanced Wireless Messaging Software Interface and Support, Add the following paragraph to this section:

The software offered on Schedule K of this RFP should at a minimum provide access to the following e-mail and calendar stores herein known as the primary system:

- Sun One Calendar
- Group Wise
- Oracle Collaboration Suite

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

7. Page 21, Section 3.3 Billing the following paragraphs are added to this Section.

Billing must be broken down by cell number with call detail associated with that number identified by department and purchase order number.

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

8. Page 22, Section 3.3.1.7 Billing, This section is revised to read as follows: Service and usage billing for cellular service must be presented to OIT within thirty (30) to ninety days (90) of the actual incurrence of the charge.
9. Page 22, Section 3.4 Reports, Delete bullet point "Monthly exceptions."
10. Page 22, Section 3.5 Enhanced in Building Wireless Coverage, delete the following bullet point: "Enhance the reception and transmission of pager and wireless data signals for all vendors."
11. Page 22, Section 3.5 Enhanced in Building Wireless Coverage, add the following bullet point to this Section:
 - Service shall perform at a minimum of -85dbm over 95% of the area covered.
12. Page 22, Section 3.5 Enhanced in Building Wireless Coverage, delete the last sentence and replace with the following:

Bidders should enter a cost proposal on revised Schedule M for the following locations:

- State House
- State House Annex
- State House Parking Garage
- Justice Complex Parking Garage

13. Page 22, Section 3.5 Enhanced in Building Wireless Coverage, the following clarifications are made:

For State House, Annex and Parking Garage:

- a. State will provide electrical power.
- b. Coverage must be provided 7 X 24.
- c. Equipment can be mounted on existing racks in the main telephone room.
- d. Antennas to be mounted on the roof, approximately 250 ft. from the main telephone room.
- e. Conduit exists from parking garage to communication room.
- f. No exposed wiring in new path, all conduit must be metallic.
- g. Call Steve Pietrzak, phone 609-777-4411, for building information and additional site visits.

Justice Complex:

- a. Coverage will be needed for Parking Levels 1 and 2
- b. Call Valerie Harris, phone 609-292-7514 for building information and additional site visits. Drawings are available to those vendors who attended the site inspection held on June 2, 2004. Vendors are to call Toni Lello at 609-984-6265 for the drawings.

14. Page 25, Section 4.4.17 Agreement to Extend should read as follows:
Section 4.4.1.7 Agreement to Extend

15. Page 25, Section 4.4.1 Section 2 – Technical Proposal
The last sentence is revised to read as follows: “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.

16. Page 25, Section 4.4.2.2 Contract Management is revised as follows:
Section 4.4.2.4 Contract Management

17. Page 25, Section 4.4.2.3 Contract Schedule is revised as follows:
Section 4.4.2.5 Contract Schedule

18. Page 26, Section 4.4.2.4 Mobilization and Implementation Plan is revised as follows;
Section 4.4.2.6 Mobilization and Implementation Plan

19. Page 26, Section 4.4.2.5 Potential Problems is revised as follows:
Section 4.4.2.7 Potential Problems

PART 2

Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

1) Page 11, Section 1.4.8 Joint Venture

Does this refer only to a joint venture that was formed specifically to respond to this RFP?

Response: Yes

2) Page 14, Section 3.0 Scope of Work

Please confirm that sections in which bidder is not proposing should be marked as non-comply.

Response: No, A clear response should be given, i.e. not bidding on this line item.

3) Page 14, Section 3.1.1.2 Wireless Number Portability

Please clarify what is meant by the term "this contract"; does this apply to the current RFP or to lines that will be replaced at the termination of this RFP/contract term. Will the state acknowledge that immediate porting may not be available subject to 3rd party and carrier participation?

Response: At conclusion of this contract the awarded vendor must continue service and must work with the newly awarded vendor to complete conversion process for a minimum of 120 days. See Revision 2 to the RFP above.

4) Page 16, Section 3.1.6.3 Rebates

Will the state acknowledge that this requirement may not apply to manufacturer's rebate?

Response: No, The State of New Jersey cannot accept any rebates for the purchase of equipment.

5) Page 16, Section 3.1.6.5 Cancellations

Please confirm that this provision does not apply to fraudulent use of phones.

Response: See Revision 5 to the RFP above.

6) Page 16, Section 3.1.6.6 Emergency Use telephones

Will the state accept ownership of the emergency equipment?

Response: No, these are to be loaned phones.

7) Page 16, Section 3.1.6.7 Replacement Phones

Please clarify what is meant by the term "upscale model"? Would the state consider paying a modest fee for the initial replacement unit?

Response: Free phones will be replaced onetime for free. Phones that are originally purchased (not free phones) will be replaced at contract rate as stated in RFP.

8) Page 18, Section 3.1.8.1.2 CDPD Network

The state has acknowledged that this is an older technology that may not be supported for at least 3 years. Therefore will the state accept a general coverage map to meet this requirement?

Response: No. See Revision 4 to the RFP above.

9) Page 21, Section 3.2.3 Paging Equipment and Messaging Devices Warranty's and Service

Will the state consider separating the paging and messaging devices within this section?

Response: Separate warranties may be submitted for paging equipment and messaging equipment providing that they adhere to specifications required in the RFP.

10) Page 21, Section 3.2.3.4. Paging Equipment and Messaging Devices Warrantees and Service

Please define the term "Advanced Messaging Devices." Please confirm that this device [BlackBerry] does not apply under this section.

Response: This section does not exclude Blackberry, however, first loss replacement per individual will be at \$50.00, and subsequent replacement will be at contract cost.

11) Page 22, Section 3.3.1.3 Billing

Although the State is tax exempt, please confirm the state will continue to pay all those fees, surcharges and pass-through charges that it remains responsible for.

Response: Other than portability charges the State will not accept other charges that are permitted to be passed though, i.e. Federal Universal Service charge, Regulatory Charge, etc.

12) Page 22, Section 3.3.1.4. Billing

Please confirm that this provision applies to actual usage charges only.

Response: Yes, this applies to usage charges. However, monthly usage must be billed in same bill cycle.

13) Page 22, Section 3.3.1.6. Billing

Please confirm that this provision does not apply to fraudulent use of phones.

Response: See Revision 5 (same as Question 5) above.

14) Page 22, Section 3.3.1.7 Billing

Are there allowances for pricing that is not consumer based? Will the state acknowledge that it may take up to ninety days to apply service and usage billing arrangements? Will the state extend the requirement of applying charges past 45 days due in part to customized pricing and 3rd party charges not controlled by the bidder.

Response: See Revision 8 to the RFP above.

15) Page 22, Section 3.4. Reports

Please clarify the term "monthly exceptions"? Would a different electronic reporting format be acceptable?

Response: See Revision 9 to the RFP above.

16) Page 22, Section 3.5. Enhanced in-building Wireless Coverage

Bidder can provide propose solutions for coverage needs; however, each setting must be evaluated separately. Could the State provide a list of all the locations now contemplated for the proposed in-buildings solutions?

Response: The State cannot provide a complete list at this time. Initial proposals will be evaluated for the State House, Annex and Garage. In addition, the Justice Garage will also be evaluated. A Site Inspection was held June 2, 2004. A new revised Schedule M is attached.

For future coverage needs an equipment price list must be submitted, as well as, an hourly labor rate (see Schedule M (rev)).

17) Page 25, Section 4.4.2. Section 2 – Technical Proposal

Please confirm which part of the proposal should include Schedules A through N. It is listed as both the technical and cost proposal.

Response: Price Schedules should be submitted in the cost proposal section. See Revision 15 to the RFP above.

18) Page 28, Section 5.4. Contract Term and Extension

Please confirm that the reference to the last year of the contract refers to the last year of the initial term of the agreement.

Response: The last year of the contract refers to the initial contract term plus any extensions.

19) Page 28, Section 5.8 Contractor Responsibilities

Does this apply to equipment delivered under warranty?

Response: Yes

20) Page 30, Section 5.13 New Releases

Does this include internal news releases?

Response: Yes

21) Page 30, Section 5.15 Licenses and Permits

Please define the use of "licenses" in this context.

Response: This will be answered in a future addendum.

22) Page 30, Section 5.19 State's Option to Reduce Scope of Work

Please define the term "itemization."

Response: This will be answered in a future addendum.

23) Page 31, Section 5.20 Suspension of Work

Please confirm this section is not applicable to wireless services.

Response: This will be answered in a future addendum.

24) Page 31, Section 5.23 Additional Work and/or Special Projects

Please confirm routine orders would not be deemed additional work or special projects.

Response: This will be answered in a future addendum.

25) Page 32, Section 5.24 Form of Compensation and Payment

Please identify the form of official state invoice that is referenced in this section.

Where are the referenced RFP price sheet line item numbers located within the document?

Response: This will be answered in a future addendum.

26) Page 32, Section 5.24.1 Payment to Contractor

Please define the "transaction processing fee"; How much is it? To whom, when and how is it paid?

Response: This will be answered in a future addendum.

27) Page 32, Section 5.26 New Technology

Please clarify how the State anticipates that new technology can be priced at a level that is equal to or less than existing service and/or technology?

Response: This will be answered in a future addendum.

28) Page 32, Section 5.27 Additions and Substitutions

(5.) Where are the referenced RFP price sheet line item numbers located within the document?

Response: This will be answered in a future addendum.

29) Page 33, Section 5.28 Method of Operation

(1.) Please clarify if the phrase "contract users" refers to agencies or to individual users.

Please clarify why the vendor's letter referred to in B is required to be presented with the Letter of Authorization verifying approval of the addition

Response: This will be answered in a future addendum.

30) Pages 33 & 34, Section 5.29 Supplement to the Standard Terms and Conditions

1. Section 2 Liabilities Paragraph 2.1 Patent and Copyright Indemnity (A.) Will the State accept an exclusion for its own negligence or willful misconduct?
2. Section 2 Liabilities Paragraph 2.2 Indemnification (A.) Will the State accept an exclusion for its own negligence or willful misconduct? Will the State agree to reasonable attorneys' fees?
3. Section 2 Liabilities Paragraph 2.3 Indemnification (A.) Will the State agree to coverage in the amount of \$5,000,000 per occurrence?

Response: This will be answered in a future addendum.

31) Page 33, Section 5.29 Supplement to the Standard Terms and Conditions

Section 4.1 With the introduction of new products and services equipment is subject to availability and equipment manufacturers' changes, will the state make allowances for flexibility in the equipment pricing?

Response: This will be answered in a future addendum.

32) Page 62, 3.2 Appendix 1 – State of New Jersey Standard Terms and Conditions, Section 3.2 Contract Period and Extension option (pg. 62)

Will the state agree to renegotiate the terms and conditions of the pricing after the initial term of the agreement?

Response: This will be answered in a future addendum.

33) Page 62, Appendix 1 – State of New Jersey Standard Terms and Conditions Section 3.3 Bid and Performance Security

Does the State acknowledge that the bidder, if selected, will require that its security broker review and approve the form of bond?

Response: This will be answered in a future addendum.

34) Page 63, Appendix 1 – State of New Jersey Standard Terms and Conditions, Section 3.5 Termination of Contract

1. 3.5 a. Change of Circumstances—Will the State agree to the furnishing of reports that it may require at cost?
2. 3.5 b.1. For cause—Will the State agree to invoke this remedy only in the event of a material failure to perform or comply? Will the State agree that a valid response may include a good faith initiation of a cure by bidder the completion of which could extend beyond ten (10) days from its receipt of the State's notice?

Response: This will be answered in a future addendum.

35) Page 64, Appendix 1 – State of New Jersey Standard Terms and Conditions, Section 3.13 Performance Guarantee of Bidder

Will the state agree that the equipment manufacturer is responsible for equipment production? Will the state agree that the Bidder is not the manufacturer of equipment and as such will pass along to customer manufacturers consumer warranty received by Bidder from manufacturer.

Response: This will be answered in a future addendum.

36) Page 65, Appendix 1 – State of New Jersey Standard Terms and Conditions, Section 3.17 State's Right to Inspect Bidders Facilities

Will the state detail the facilities that it has determined may require inspection.

Response: This will be answered in a future addendum.

37) Page 65, Appendix 1 – State of New Jersey Standard Terms and Conditions Terms, Section 4 Relating to Price Quotation

4.1 Will the state agree that in the subsequent event that standard lower priced Bidder plans become generally available for corporate customers in the Customer's market with similar terms and conditions, the Customer may, upon request, transfer its Corporate Subscriber lines to the new plan provided that it extends the terms of its agreement, meets all other terms and conditions of the new rate plan, and executes an amendment confirming same? Will the state acknowledge that special benefits incorporated in the current Agreement may not be applicable under the new rate plan and that extension of the initial term of this Agreement may be required?

Response: This will be answered in a future addendum.

38) Page 29, Section 5.11, Ownership of Material

Will the State agree that only those enumerated items that have been specifically prepared for it, or are specifically the result of services required for it under this contract, shall become the property of the State? Will the State agree that all intellectual property of the contractor is pre-existing and shall be deemed "Background IP" unless otherwise identified by the contractor? Will the State agree that the license granted to it to use any of the bidder/contractor's "Background IP" shall be for the duration of the user agreements only?

Response: This will be answered in a future addendum.

39) Page 64, Appendix 1 – State of New Jersey Standard Terms and Conditions. Section 3.11 Subcontracting or Assignment

Will the State agree that its consent to an assignment by contractor shall not be unreasonably conditioned, delayed or withheld?

Response: This will be answered in a future addendum.

40) Page 65, Appendix 1 – State of New Jersey Standard Terms and Conditions, Section 3.17 State's Right to Inspect Bidder's Facilities

Will the State agree that with regard to inspections it will give reasonable prior notice and inspect during normal business hours?

Response: This will be answered in a future addendum.

41) Page 65, Appendix 1 – State of New Jersey Standard Terms and Conditions, Section 3. 19 Maintenance of Records

Will the State agree that with regard to audits it will give reasonable prior notice, that any audit will be held at a site to be mutually agreed upon and that any audit will be at no cost to the contractor?

Response: This will be answered in a future addendum.

42) Page 14, Section 3.1, Wireless Telephone Network, Equipment, Installation and Service

Wireless Telephone Equipment, Installation and Service; the bid states 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. Can paging services bid pagers separately on this RFP?

Response: Yes, cannot bid pagers (equipment) alone, must bid paging services as well.

43) Page 14 Section 3.1, Wireless Telephone Network, Equipment, Installation and Service

The State indicates that "Bids will not be accepted on stand-alone service or stand-alone equipment basis." Could the State elaborate on what is meant by stand-alone? (Ex: Is the State requiring that proposed cellular equipment must be capable of working on any cellular network, regardless of the underlying network technologies used (CDMA/GSM/iDEN)? (Also referenced under section 3.2)

Response: NO, It means that bids must be for equipment and service, i.e. all bidders for wireless phone service must also provide the equipment to work on their particular network.

44) Page 16 Section 3.1.6.5, Cancellations

The State has required that equipment not be deactivated under any circumstances for non-payment. Does this mean that the selected vendor would be required to continue service without ever having to be paid for services rendered, or is this meant to ensure that deactivation does not occur if certain charges are being disputed? (Also referenced under section 3.3.1.6)

Response: Since the State typically runs two months behind in the payment of bills, this is to assure that no service is disconnected at the discretion of the vendor until the proper notifications and dispute procedures are followed with the proper personnel in the State, or Cooperative Purchasing entity.

45) Page 17 Section 3.1.7.1 Wireless Wide Area Network Access Card

The State requires that respondents provide "[wireless modem] cards in PCMCIA and Compact Flash formats". Does this preclude vendors that do not provide one of the two mentioned formats from being compliant, or can the requirement be changed to "PCMCIA and/or Flash Compact formats"?

Response: Since this section refers to laptop computers as well as handheld computers this section reads correctly. You may respond with only one or the other, however, the vendor with the most complete product line will be awarded.

46) Page 17 Section 3.1.7.2 Wireless Modems

Would this be the correct section to respond with a vehicle mounted rugged modem solution that utilizes an RS-232 (Serial) connection type?

Response: No, there is a separate contract for rugged modems.

47) Page 17 & 18 Section 3.1.8 Cellular Digital Packet Data Service (CDPD) and Associated Devices

The State requires that respondents "bid on [CDPD] service only." Does this mean that the State is not willing to consider a CDPD replacement service and associated equipment at this time?

Response: This section refers to CDPD service only, CDPD replacement service should be bid in section 3.1.9.

48) Page 19 Section 3.1.9.3 High Speed Wireless Data Network

The State requires that the respondent's data networks' must provide "security via authentication and encryption". Does this mean that the selected vendor's equipment or service must perform encryption and decryption functions that are over and above encryption that occurs at the software application layer?

Response: Yes, for authentication, and for encryption, only during the time that the data is traveling on the wireless portion of the network should the customer request the encryption option.

49) Page 21 Section 3.3 Billing

Further clarification needed. Will OIT be receiving one Bill for all cellular phones and services purchased on this contract or will the respective agencies be billed independently?

Response: See Revision 7 to the RFP above..

50) Page 22 Section 3.3.1.2 Billing

Is electronic billing a requirement for only State agencies or is this also required for any and all potential Cooperative purchases?

Response: This requirement is for the State and must be available for cooperative purchases.

51) Page 22 Section 3.3.1.3 Billing

What is the State referring to as pass-through charges?

Response: Other than portability charges, the State will not accept other charges that are permitted to be passed through. I.E. Federal Universal Service Charge, Regulatory Charge, etc.

52) Page 22 Section 3.3.1.4 Billing

As is the Industry standard, (Bidder) bills in advance for monthly access and in arrears for usage. Is this acceptable by the State?

Response: Yes, however, monthly service and usage must be billed on the same bill cycle per month.

53) Page 22, Section 3.5 Enhanced In Building Wireless Coverage

What improved signal levels (in dBm) for each cellular vendor, pager and wireless data signal is required to meet the State's definition of enhanced? What percentage of the facility area is required to meet this "enhanced" coverage?

Response: See revision 11 to the RFP above.

54) Page 22, Section 3.5 Enhanced In Building Wireless Coverage

What are the frequencies of operation for each cellular vendor, pager and wireless data signal?

Response: Provider must check with the individual cellular carriers. Pagers and wireless data signals have been deleted. See Question 53 above.

55) Page 22, Section 3.5 Enhanced In Building Wireless Coverage

Which of the State's facilities require this enhanced coverage? Will the State allow visits to these facilities prior to the bid submission?

Response: Site visits were held on June 2, 2004.

56) Page 23, Section 3.6 Short-Range, Point-to-Point Wireless Links

Is 24-GHz a typo, and should read 2.4 GHz?

Response: No, not a typo.

57) Page 23, Section 3.6 Short-Range, Point-to-Point Wireless Links

Which of the State's campus facilities require this enhanced coverage? Will the State allow visits to these campus facilities prior to the bid submission?

Response: Sites not known at this time.

58) Page 17, Section 3.1.8 Cellular Digital Packet Data Service (CDPD) and Associated Devices

Is the State considering alternate cdpd migrations offers? Could they be included with the proposal?

Response: Yes to both questions.

59) Page 20, Section 3.2.2.2 Advanced Wireless Messaging Software Interface and Support

Would third party vendors for non carrier stocked messaging software be required to be defined as sub contractors to the state? Should proposers include those that would most benefit the State? There are quite a few. The same questions for devices?

Response: Yes to all three questions.

60) Page 33, Section 5.29/4.1 Supplement to Standard Terms and Conditions

Please elaborate on your intent regarding firm pricing. You state that you expect prices to remain firm (assuming the equipment/service remains available), but the RFP goes beyond that by asking for price reductions based on contractor's costs. These are confidential, and are not disclosed to the state. Is the state asking for contractors to disclose internal cost data in order to set prices and comply with 4.1?

Response: No.

61) Page 36, Section 6.4 Contract Award.

Pricing and terms under which services are provide are often interrelated. Will a contractor be permitted to withdraw from the RFP if, for example, only a single line item is awarded to them? A scenario such as this may impact cost/pricing assumptions; however, to price our response based on a single line item award would increase our price offer, thus preventing the state from realizing the best available pricing. What does the state recommend?

Response: This will be answered in a future addendum.

62) Is the state interested in participating in a nationally-recognized contract if that contract provides the best price advantage to the state? (aka WSCA)

Response: No.

63) How does the state want respondents to deal with terms and conditions that they wish to discuss/negotiate prior to accepting? What is the process for resolving T&C issues prior to finalizing a contract?

Response: Bidders were to submit clarifications to the Purchase Bureau by May 27, 2004.

64) Page 32, Section 5.27 Additions and Substitutions:

Is the vendor required to replace an item is for some reason the devices or items are no longer available and may not have a suitable replacement?

We understand that if we substitute an item it must be at the same price.

Response: Whatever items you propose for the contract must be available for the term of the contract or a replacement at the same price must be made available.

65) (Bidder) manufactures an in-building or "campus-based" Wireless Telephone System. A wireless infrastructure – either Wi-Fi 802.11B or a dedicated voice-only network - is placed throughout a building or campus, providing coverage for indoor and outdoor areas. The system connects directly to existing phone systems via digital or analog ports, extending all the features of a wired phone into the hand of the user wherever they may be in the building or on campus. Also, since (Bidder) Wireless Telephones work directly with the telephone system, there are no airtime charges or coverage issues that are typically experienced by cellular phones. (Bidder) Wireless Telephone Systems can also support text messaging on the handset's display allowing the handsets to integrate to information systems such as email, alarms, or paging alert systems.

3.6 Short-Range Point-to-Point Wireless Links

Questions: Will the State of NJ look at an alternative solution meaning "non-cellular" that will meet sections 3.5 & 3.6?

Response: No

66) Page 17 Sections 3.1.7.1 and 3.1.7.2 Wireless Wide Area Network Access Cards

Please distinguish/differentiate between Wireless Wide Area Network Access Cards and Wireless Modem

Response: Wireless modem dials a number over the cellular network and connects with another modem. Wide area network is a vendor provided network that is accessed with a wide area network card.

67) Page 18 Section 3.1.9.1 High Speed Wireless Data Network

No wireless carrier has ubiquitous coverage. That being said, please clarify what's meant by your verbiage "bidder's network must provide reliable, continuous access coverage to the entire State of New Jersey".

Response: If no vendor's network provides complete coverage, then the vendor with the greatest proven coverage will be awarded.

68) Page 19 Section 3.1.9.4 High Speed Wireless Data Network

Cingular has a few different pricing plans for high speed wireless data network access i.e. \$19.99 for 5MB with \$.0048 add'l KB coverage. By "flat rate option" do you mean unlimited option?

Response: Yes.

69) We attended the mandatory pre-bid meeting yesterday. We are dealers of the NEXTEL product and would like to bid. Someone mentioned that only direct carriers were permitted to bid. Is this true?

Response: Yes, the RFP specifically states in section 3.1 that only those who are licensed by the FCC as common carriers may bid.

70) Page 22 Section 3.5.Enhanced In Building Wireless Coverage

Given the fact that each carrier has the right to transmit signal only within their licensed frequency band, what service are you referring to when requesting each carrier to "provide enhanced reception and transmission of cellular telephone signals for all cellular vendors"?

Response: This is not a carrier specific request. We are looking for a broad band bi-directional system that will enhance cellular coverage in buildings and areas that now have poor coverage. The proposed system should enhance coverage for all cellular providers.

71) Page 36 Section 6.3.1. F. Evaluation Criteria

How will the state evaluate coverage form carriers that partner with other carriers to provide seamless coverage throughout the state of New Jersey utilizing roaming agreements? Do the 911 documents being used by the state for evaluation of coverage take into account these roaming partnerships? What is the date and source of the 911 data being utilized to evaluate coverage in the state? What signal level is the state using as a basis for evaluating seamless wireless coverage? Will you accept updated coverage information from individual carriers? If you so, what format and signal level should we provide?

Response: We have asked vendors to provide seamless coverage to the entire State of New Jersey with no roaming or toll charges. The signal level must be sufficient to provide reliable communications. Partnerships may be entered into by the bidder to augment coverage in areas of the State where they are weak or insufficient. The bidder should submit coverage maps to substantiate their proposed coverage area. The bidder who provides the most complete coverage will be awarded.

72) Page 14, 3.1.2 No Toll or Roaming Charges, on net, Nationwide

a) Would a nationwide no toll or no roaming service regardless of network be more beneficial to the State than an "on net" only plan? b) Is the state asking for two types of service plans? c) In other words a plan to cover the State of New Jersey with no roaming or toll and another service plan to cover nationwide with no toll or no roaming?

Response: a) Yes and can be proposed.
b) No.
c) No, one plan for State and National.

73) Page 15, 3.1.3 Value Added Features (Picture Phone)

a) Does picture phone mean the ability to take, store and send a picture or just be able to receive a picture? b) Is this a value added feature that must be included in all the phones offered?

Response: a) To take, store and send.
b) No.

74) Page 23 Section 3.6 Short-Range, Point-to-Point Wireless Links

Bidders Proposed Systems must support speeds from 50 to 250 megabits perSecond. Is this to mean that a solution can operate between a range of 50 megabits and no higher than 250 megabits, or have multiple lines of data transmission at once using up to 250 megabits

A solution using 802.11G can operate at 50 megabits. However when you are in the 250 megabits p.s you are now using microwave technology.

Response: This section refers to a point to point system not an 802.11G wireless LAN solution. Speeds of higher than 250 megabits are acceptable.

75) Page 23, Section 3.6 Short-Range, Point-to-Point Wireless Links

(Bidder) has reviewed the bid material and we have a few questions to ask you on the wireless point-to-point section 3.6.

Sometimes, more often than not, one manufacturer does not offer a total solution for a wireless point-to-point project. How would we handle the bidding of multi-manufacturers for this contract?

Also, on-site surveys are usually needed and there are consulting fees charged for these services. How are these fees quoted on the bid sheet?

Can we just submit a complete list with third party products, prices and discounts?

Response: You can list the products you wish to propose. If subcontracting for the service you must comply with Sect. 4.4.3.8. As per the RFP you must itemize site survey costs along with the cost of equipment. A list of products, prices, & discounts is OK but you should also include an estimate of consulting fees for site survey. See revised Schedule N attached.

76) Page 15 Section 3.1.5 Wireless Priority Service

- 8942 -

Approximate number of devices requiring WPS ?

Response: 300

Do the emergency use phones mentioned on page 16 section 3.1.1.6 also require this service?

Response: Yes.

77) Page 20 Section 3.2.2.1 Advanced Wireless Messaging Service and Functionality

Must the software application server solution be Carrier and Device agnostic?

Response: No.

78) Page 20, Section 3.2.2.1 Advanced Wireless Messaging Service and Functionality

Will the state provide their own Server per Specs provided?

Response: Yes.

79) Page 20, Section 3.2.2.1 Advanced Wireless Messaging Service and Functionality

What is the state using for their email system today? Exchange? Lotus Notes?

Response: Email systems vary by division and agencies; there is no one specific system in use state wide.

80) Also, the broader the spectrum of coverage (all carriers for wireless and pagers) the more expensive the design and equipment. Would you like to specify specific carriers or types of technologies?

Response: Design for cellular service only, should accommodate all cellular carriers.

81) Page 14, Section 3.1.1, Wireless Number Portability

I had mentioned that there was a provision in the RFP that mandated a 30 day window for the porting of numbers to another carrier if this contract was not renewed or awarded to another at the end of this contract. This is on page 14 of the RFP Section 3.1.1.

Response: This 30 day window is being expanded to 120 days. See Revision 2 to the RFP.

82) Page 15 Section 3.1.4

Is the State requiring any specific range of minutes for use on cellular and push to talk?

Response: No.

83) Page 36 Section 6.3.1 General Criteria item F

The State indicates that the bidder's ability to provide seamless wireless coverage to the entire State of New Jersey will be one of several evaluation criteria. Does the State have a preferred format for the presentation of coverage information that will allow the Evaluation Committee to most easily and efficiently judge this criteria (e.g. Marketing Maps, R Propagation Maps, large-format plots, etc.)?

Response: See Response to Question 72 above.

84) Page 14 Section 3.1.2 Network/Service Features

- a) Will (bidder) be able to respond to the RFP with 0.99 phone as opposed to a FREE BASIC phone?
- b) How will this exception impact the State's decision of award to this RFP?

Response: a) No. b) You may be considered non-compliant.

85) Page 16, Section 3.1.6.5 Cancellations

a)Under what circumstances can we deactivate? b)Can the procedure outlined at the proposal conference be added to the RFP? c)Where the carrier would contact Ms. Lello and coordinate the collection.

Response: a) Cannot deactivate under any circumstances.

b &c)If a problem arises concerning payment by a State agency, the vendor may contact the assigned buyer. If a problem arises concerning payment by a local governmental entity the vendor may contact the Contract Compliance Unit, Cooperative Purchasing, at the Division of Purchase and Property, phone 609-984-7047.

86) Page 22, 3.3.1.3 Billing

What types of surcharges are you referring to?

Response: See Response to question 51 above.

87) Page 22, Section 3.4 Reports

What is a monthly exception report?

Response: See Revision 9 to the RFP above.

88) Page 30, 5.16.3 Remedies for Non-Performance

Is this a statutory requirement? What's the general practice ? Is this applicable to Wireless?

Response: This will be answered in a future addendum.

89) Page 31, Section 5.23 Additional Work and/or Special Projects

How does the State define firm fixed pricing?

Response: This will be answered in a future addendum.

90) Page 32, Section 5.24 Form of Compensation and Payment

Are we required to use state invoice forms for payments? Equipment? Monthly Services?

Response: This will be answered in a future addendum.

91) Page 33, Section 2.2 Indemnification

Is there a statutory citation for indemnification?

Response: This will be answered in a future addendum.

92) Page 22, Section 3.5 Enhanced In Building Wireless Coverage

Besides enhancing reception and transmission of cellular telephone signals for all cellular vendors, is there a requirement for enhancement of any other type of wireless signals for the Statehouse, Statehouse Annex, and Parking Garage?

Response: No. See Revision 13 to the RFP above.

93) Page 22, Section 3.5 Enhanced In Building Wireless Coverage

Is there any fiber optic cable available for use within these buildings on this project?

Response: No.

94) Page 22, Section 3.5 Enhanced In Building Wireless Coverage

What are the restrictions related to the mounting of antennas on the roofs, and inside the buildings and garage?

Response: Vary by building. Will be determined at installation time.

95) Page 22, Section 3.5 Enhanced In Building Wireless Coverage

What are the restrictions related to the placement of cables on the roofs, and inside the buildings and garage? Are there existing locations, shafts, chase ways, etc. that cables can be placed to go between floors, and buildings?

Response: These questions were resolved during the site inspection.

96) Page 22, Section 3.5 Enhanced In Building Wireless Coverage

Are there drawings available for these buildings? What are the external dimensions of the buildings?

Response: See Revision No. 13 to the RFP above.

97) Page 22, Section 3.5 Enhanced In Building Wireless Coverage

Will all the signals be from off the air, or will any of the carriers have on-site base stations?

Response: Off the air.

98) The State is asking that vendors submit their response on a CD. Will the State provide all attachments listed under Section 7.0 in WORD format so they can included on the CD.

Response: The Purchase Bureau is unable to provide the attachments in WORD format.

99) Page 14, Section 3.0 Scope of Work

A vendor may comply with 90% of the functional requirements listed in each subsection of 3.0 and as a result of the 10% that may not comply it is our understanding that the vendor must respond "Non-Comply". Is it possible to add a "partially comply" and the vendor have an opportunity to note which areas they comply or list new technology that may benefit the State rather than be excluded from consideration.

Response: Bidders must "comply" or "non comply".

100) Page 14 Section 3.1.2 Network/Service Features

Please explain statewide aggregation of minutes as it pertains to State Agencies, quasi-state agencies, rescue squads, first aid squads etc.

- a. Does the State expect one bill report for all agencies, squads, and quasi-government agencies purchasing under this agreement
- b. What if they purchase under a separate local agreement
- c. Should each billed agency minutes be broken out separately
- d. If fire departments, squads, etc will be billed separately and purchase under this agreement will they also be included in the aggregated bill/minutes

Response: a) No.

b. No separate local agreement

c. Yes

d. No, see Revision 8 to the RFP above.

101) Page 15, Section 3.1.5 Wireless Priority Service

Priority calling capability – please define – priority over what?

Response: See definition for WPS on Page 13 of the RFP.

102) Page 16, Section 3.1.6.5 Cancellations

- 8945 -

We will offer discounts to families of employees based on the State contract, this could only apply to State Liable telephones/service, acceptable?

Response: Not acceptable under this contract.

- 103) Page 17, Section 3.1.8 Cellular Digital Packet Data Service (CDPD) and Associated Devices**
Bidders must support the existing CDPD network, or commit to support whatever network they propose to replace the current CDPD network for a period of 3 years?

Response: See Question 47 above.

- 104) Page 22, Section 3.3.1.6 Billing**
This Section states that "Under no circumstance may equipment be deactivated or services terminated/suspended for non-payment." Will the State consider the inclusion of a maximum number of days (i.e. 90 days) for which the State has not paid (excluding billing disputes) which the vendor may cancel due to non-payment. As worded the State or any rescue squad or small municipality can order service and never pay for it and the vendor does not have a remedy. What remedy would the State suggest for non-payment for reason other than a billing dispute or payment of interest under the NJ Prompt Payment Act.? Will the State suggest a formal procedure be established for termination of severely delinquent accounts or allow proposers to propose their own procedure in their proposal?

Response: See Question 85 above.

- 105) Page 22, Section 3.3.1.6 Billing**
This Section states that "Under no circumstance may equipment be deactivated or services terminated/suspended for non-payment." While this may be a reasonable requirement for State funded services, it presents a significant risk if applied to all members of Cooperative Purchasing. As written, it will probably preclude us from offering to extend the contract to Cooperative Purchasing. Suggest a formal procedure be established for termination of severely delinquent accounts or allow proposers to propose their own procedure in their proposal.

Response: See Question 85 above.

- 106) Pages 25, Section 4.4.2 & Page 27, Section 4.4.4**
Both Sections call for Schedules A through N. Does the State really want two copies of the same Schedules A through N in the proposal?

Response: No. Requirement will be removed from Section 4.4.2. See Revision 15 to the RFP above.

- 107) Page 27, 5.1 Precedence of Special Terms and Conditions**
In the order of precedence the vendors RFP Response has the lowest priority. Since the State's Special Terms and Conditions and Standard Terms and Conditions do not include specific terms and conditions applicable to the uniqueness of wireless service, how will a vendor insert additional terms and conditions not addressed in the State's terms and conditions so as to be included in any resulting contract with the State?

Response: As noted herein, certain changes have been made to the Standard Terms and Conditions which have been incorporated into this addendum to the RFP. Bidders were given an opportunity to submit clarifications and the responses are also noted herein. As such, the above wording still applies.

- 108) Page 29, Section 5.11 Ownership of Materials**

Wireless communications includes many different types of software to provide services to the State. Please clarify the types of software the State would expect a vendor to provide or will the State modify its current language to exclude all pre-existing software and firmware used in providing services under this agreement.

Response: This will be answered in a future addendum.

109) Page 30, Section 5.15 Licenses and Permits

Vendors providing this service must have a license with the FCC, etc. Please clarify what licenses and or permits the State would expect a responding vendor to provide with its RFP response in response to this section 5.15.

Response: This will be answered in a future addendum.

110) Page 31, Section 5.20 Suspension of Work

In the event of a suspension of work a directed by the Contract Manager, will this suspend all PCS ordered under the resulting contract or will this just suspend work associated with a particular agency?

Response: This will be answered in a future addendum.

111) Page 34, Section 4.1 Price Fluctuation During Contract

Alternate language - Does the duration of the contract mean the initial term only or the initial term and any subsequent extension/renewal period?

Response: Initial term plus any subsequent extensions.

112) Page 43, Attachment 4 Cooperative Purchasing Form

In the upper right hand corner is an information block next to the Department of the Treasury block beginning with the term "NUMBER", does the vendor or the State complete this information. If the vendor completes this information, please explain the information required for "T-NUMBER" and would the vendor insert the bid opening time of the RFP next to "TIME"?

Response: This section does not have to be completed by the bidder.

113) Page 44, Attachment 5 Price Schedules

Pricing Can we substitute a very clear pricing schedule which has more information and is easier to read?

Response: Bidders may attach their price schedules to the applicable RFP Price Schedule. Bidders should mark on the RFP Price Schedule "see attached."

114) Page 65, 3.13 (c) Performance Guarantee of Bidder

Vendors are offering wireless services that may have gaps in service availability due to operating range of the network. This vendor requests that the words "The bidder will render prompt service without charge, regardless of geographic location." be deleted and replaced with the words "Services are available within the operating range of the Contractors network."

Response: No. This refers to service of equipment, not coverage area.

Sincerely yours,

Toni Lello
Eugene Bureau

Attachment:

1. Price Schedules A - N

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

(Per RFP Section 3.1.3)

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

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

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

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

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

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

Schedule B - Push to Talk/Two Way Radio Functionality

(Per RFP Section 3.1.4)

Plan Type or Name: _____

Recurring Monthly Charges

(Per Mobile/Cellular Telephone Number):

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

Plan Coverage: _____

Provide a detailed coverage map for this plan.

Must use separate sheet for each plan submitted.

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

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

Plan Type or Name: _____

Recurring Monthly Charges

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

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

Must use separate sheet for each plan submitted.

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

Schedule D - Handheld Wireless Phones

(Per RFP Section 3.1.6.)

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. Bidder shall quote a fixed cost to install the following items:

Vehicle Adapter Kits	\$
External Antennas	\$

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

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

Schedule E - Wireless Network Interface Cards

(Per RFP Section 3.1.7.1)

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

Wireless Mobile Modems:

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

Discount Structure: _____

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

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

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

Schedule F - Wireless Data
(Per RFP Section 3.1.8)

Wireless Data Services and Associated Devices:

Network Costs: \$ _____

CDPD Service: _____

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

Note: If CDPD service is to be phased out by bidder than 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	\$
Overage 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.

Schedule G - Numeric Pagers
(Per RFP Section 3.2.1)

Recurring Monthly Charges per Pager:

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

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

Feature Descriptions:

Additional Options:

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

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

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

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

Schedule H - Alphanumeric Pagers
(Per RFP Section 3.2.1)

Plan Name or Type: _____

Recurring Monthly Charges per Pager:

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

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

Feature Descriptions: _____

Additional Options:

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

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

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

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

Schedule I - Two Way Paging
(Per RFP Section 3.2.1)

Plan Name or Type: _____

Recurring Monthly Charges per Payer:

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

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

Additional Options:

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

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

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

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

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

Plan Name or Type: _____

Recurring Monthly Charges per Unit: \$ _____

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

Feature Descriptions: _____

Attach additional sheets as necessary for multiple plans.

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

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

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

(Per RFP Section 3.2.2.2)

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

Additional Options and Interfaces:

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

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

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

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

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

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

Device Make and Model: _____

Cost: \$ _____

Description: _____

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

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

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

Schedule M - Enhanced in Building Wireless Coverage System(s)

(Per RFP Section 3.5)

SECTION 1, General pricing of hardware, labor and maintenance:

System/Device Make and Model: _____

Description: _____

Cost of Equipment: \$ _____

Installation Cost (Hourly Rate): \$ _____

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

SECTION 2, Specific quotes for the following areas:

1. State House

- **Equipment** \$ _____
- **Installation** \$ _____
- **Annual Maintenance Cost 2nd through 5th Year** \$ _____

2. State House Annex

- **Equipment** \$ _____
- **Installation** \$ _____
- **Annual Maintenance Cost 2nd through 5th Year** \$ _____

SCHEDULE M Section 2 contd...

3. State House Garage

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

4. Justice Complex Garage

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

Attach complete specifications for this system(s) 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: _____

Effective range of system in meters: _____

System Cost \$ _____

Site Survey Hourly Rate \$ _____

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.



JAMES E. MCGREEVEY
Governor

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. Box 230
TRENTON, NJ 08625-0230

JOHN E. MCCORMAC, CPA
State Treasurer

TELEPHONE (609) 984-6241/TELEFAX (609) 292-5170

WEB SITE:
WWW.STATE.NJ.US/TREASURY/PURCHASE

July 20, 2004

Ref: 05-X-36294
Wireless Devices and Services
Original Bid Opening Date: June 10, 2004
Revised Bid Opening Date: June 30, 2004
Revised Bid Opening Date: July 16, 2004
Revised Bid Opening Date: July 30, 2004
New Revised Bid Opening Date: August 19, 2004

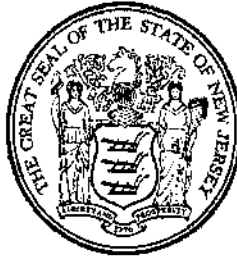
Addendum No. 5

This is to advise that the bid opening date has been changed. The new revised bid opening date is August 19, 2004.

Responses to bidders' questions on the terms and conditions will be in a forthcoming addendum.

Sincerely yours,

Toni Lello
Purchase Bureau



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.

Table of Contents

1.0 INFORMATION FOR BIDDERS	5
1.1 PURPOSE AND INTENT	5
1.2 BACKGROUND	5
1.3 KEY EVENTS	5
1.3.1 QUESTIONS AND INQUIRIES	5
1.3.1.1 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES	6
1.3.1.2 QUESTION PROTOCOL	6
1.3.3 MANDATORY PRE-BID CONFERENCE	6
1.3.4 SUBMISSION OF BID PROPOSAL	7
1.3.5 DOCUMENT REVIEW ROOM - (NOT APPLICABLE TO THIS PROCUREMENT)	7
1.4 ADDITIONAL INFORMATION	7
1.4.1 REVISIONS TO THIS RFP	7
1.4.2 ADDENDUM AS A PART OF THIS RFP	7
1.4.3 ISSUING OFFICE	7
1.4.4 BIDDER RESPONSIBILITY	8
1.4.5 COST LIABILITY	8
1.4.6 CONTENTS OF BID PROPOSAL	8
1.4.7 PRICE ALTERATION	8
1.4.8 JOINT VENTURE	8
2.0 DEFINITIONS	8
3.0 SCOPE OF WORK	11
3.1 WIRELESS TELEPHONE NETWORK, EQUIPMENT, INSTALLATION AND SERVICE	11
3.1.1 WIRELESS NUMBER PORTABILITY	11
3.1.2 NETWORK/SERVICE FEATURES: (MUST INCLUDE BUT ARE NOT LIMITED TO)	11
3.1.3 VALUE ADDED FEATURES: (SHOULD INCLUDE BUT ARE NOT LIMITED TO)	12
3.1.4 PUSH TO TALK/TWO-WAY RADIO FUNCTIONALITY	12
3.1.5 WIRELESS PRIORITY SERVICE	12
3.1.6 WIRELESS TELEPHONE DEVICES	12
3.1.6.1 HANDHELD WIRELESS PHONES	12
3.1.6.2 REQUIREMENTS	12
3.1.6.3 REBATES	13
3.1.6.4 SUBSTITUTIONS	13
3.1.6.5 CANCELLATIONS	13
3.1.6.6 EMERGENCY USE TELEPHONES	13
3.1.6.7 REPLACEMENT PHONES	13
3.1.6.8 ACCESSORIES	13
3.1.7 WIRELESS MODEMS, WIDE AREA NETWORK ACCESS CARDS AND NETWORKS	14
3.1.7.1 WIRELESS WIDE AREA NETWORK ACCESS CARDS	14
3.1.7.2 WIRELESS MODEMS	14
3.1.8 CELLULAR DIGITAL PACKET DATA SERVICE (CDPD) AND ASSOCIATED DEVICES	14
3.1.8.1 CDPD NETWORK	15
3.1.8.2 NETWORK/SERVICE FUNCTIONALITY (SHOULD INCLUDE BUT IS NOT LIMITED TO)	15
3.1.9 HIGH SPEED WIRELESS DATA NETWORK	15
3.1.10 WIRELESS PHONE, MODEM AND ACCESSORY WARRANTIES	16
3.2 PAGERS, MESSAGING DEVICES, AND UNDERLYING NETWORK	16
3.2.1 PAGING NETWORK/SERVICE FUNCTIONALITY	17
3.2.2 ADVANCED WIRELESS MESSAGING	17
3.2.2.1 ADVANCED WIRELESS MESSAGING SERVICE AND FUNCTIONALITY	17
3.2.2.2 ADVANCED WIRELESS MESSAGING SOFTWARE INTERFACE AND SUPPORT	17
3.2.2.3 ADVANCED WIRELESS MESSAGING DEVICES	18
3.2.3 PAGING EQUIPMENT AND MESSAGING DEVICES WARRANTIES AND SERVICE	18
3.3 BILLING	18
3.4 REPORTS	19
3.5 ENHANCED IN BUILDING WIRELESS COVERAGE	19
3.6 SHORT-RANGE, POINT-TO- POINT WIRELESS LINKS	20
4.0 PROPOSAL PREPARATION AND SUBMISSION	20

4.1 GENERAL.....	20
4.2 PROPOSAL DELIVERY AND IDENTIFICATION	20
4.3 NUMBER OF BID PROPOSAL COPIES.....	20
4.4 PROPOSAL CONTENT.....	21
4.4.1 SECTION 1 – FORMS.....	21
4.4.1.1 OWNERSHIP DISCLOSURE FORM	21
4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION.....	21
4.4.1.3 AFFIRMATIVE ACTION	21
4.4.1.4 SET ASIDE CONTRACTS - (NOT APPLICABLE TO THIS PROCUREMENT).....	21
4.4.1.5 BID BOND - (NOT APPLICABLE TO THIS PROCUREMENT).....	21
4.4.1.6 REGISTRATION WITH DIVISION OF REVENUE	21
4.4.1.7 AGREEMENT TO EXTEND	22
4.4.2 SECTION 2 - TECHNICAL PROPOSAL	22
4.4.2.1 MANAGEMENT OVERVIEW	22
4.4.2.2 DETAILED TECHNICAL REVIEW	22
4.4.2.3 EMERGENCY PREPAREDNESS.....	22
4.4.2.4 CONTRACT MANAGEMENT.....	22
4.4.2.5 CONTRACT SCHEDULE.....	22
4.4.2.6 MOBILIZATION AND IMPLEMENTATION PLAN - (NOT APPLICABLE FOR THIS PROCUREMENT).....	23
4.4.2.7 POTENTIAL PROBLEMS	23
4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE.....	23
4.4.3.1 LOCATION	23
4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC).....	23
4.4.3.3 RESUMES - (NOT APPLICABLE TO THIS PROCUREMENT).....	23
4.4.3.4 BACKUP STAFF - (NOT APPLICABLE TO THIS PROCUREMENT).....	23
4.4.3.5 ORGANIZATION CHART (ENTIRE FIRM).....	23
4.4.3.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE	23
4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER.....	23
4.4.3.8 SUBCONTRACTOR(S).....	24
4.4.4 SECTION 4 - COST PROPOSAL.....	24
5.0 SPECIAL TERMS AND CONDITIONS.....	24
5.1 PRECEDENCE OF SPECIAL TERMS AND CONDITIONS.....	24
5.2 PERFORMANCE BOND - (NOT APPLICABLE TO THIS PROCUREMENT).....	25
5.3 BUSINESS REGISTRATION.....	25
5.4 CONTRACT TERM AND EXTENSION OPTION.....	25
5.5 CONTRACT TRANSITION	25
5.6 AVAILABILITY OF FUNDS.....	25
5.7 CONTRACT AMENDMENT	25
5.8 CONTRACTOR RESPONSIBILITIES.....	25
5.9 SUBSTITUTION OF STAFF – (NOT APPLICABLE TO THIS PROCUREMENT).....	26
5.10 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)	26
5.11 OWNERSHIP OF MATERIAL.....	26
5.12 DATA CONFIDENTIALITY	26
5.13 NEWS RELEASES	27
5.14 ADVERTISING.....	27
5.15 LICENSES AND PERMITS.....	27
5.16 CLAIMS AND REMEDIES	27
5.16.1 CLAIMS	27
5.16.2 REMEDIES.....	27
5.16.3 REMEDIES FOR NON-PERFORMANCE	27
5.17 LATE DELIVERY AND LIQUIDATED DAMAGES - (NOT APPLICABLE TO THIS PROCUREMENT).....	27
5.18 RETAINAGE - (NOT APPLICABLE TO THIS PROCUREMENT).....	27
5.19 STATE'S OPTION TO REDUCE SCOPE OF WORK.....	27
5.20 SUSPENSION OF WORK	28
5.21 CHANGE IN LAW	28
5.22 CONTRACT PRICE INCREASE (PREVAILING WAGE) - (NOT APPLICABLE TO THIS PROCUREMENT).....	28
5.23 ADDITIONAL WORK AND/OR SPECIAL PROJECTS.....	28
5.24 FORM OF COMPENSATION AND PAYMENT	29
5.24.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD	29
5.25 CONTRACT ACTIVITY REPORT - (NOT APPLICABLE TO THIS PROCUREMENT).....	29
5.26 NEW TECHNOLOGY	29

5.27 ADDITIONS AND SUBSTITUTIONS.....	29
5.28 METHOD OF OPERATION	30
5.29 SUPPLEMENT TO STANDARD TERMS AND CONDITIONS	30
6.0 PROPOSAL EVALUATION/CONTRACT AWARD.....	32
6.1 PROPOSAL EVALUATION COMMITTEE.....	32
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL	32
6.3 EVALUATION CRITERIA	32
6.3.1 GENERAL CRITERIA.....	33
6.3.2 COST PROPOSAL	33
6.4 CONTRACT AWARD.....	33
7.0 ATTACHMENTS AND APPENDICES.....	34
ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM	35
ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM.....	36
ATTACHMENT 3 - AFFIRMATIVE ACTION SUPPLEMENT	37
ATTACHMENT 4 - COOPERATIVE PURCHASING FORM.....	40
ATTACHMENT 5 - PRICE SCHEDULES.....	41
ATTACHMENT 6 RECIPROCITY FORM.....	57
APPENDIX 1 - NJ STATE STANDARD TERMS AND CONDITIONS	58
APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE.....	65

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.lello@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:	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 Directions to the Purchase Bureau can be found on the following website: http://www.state.nj.us/treasury/purchase/faqs.dirs.htm

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](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 format.

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

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

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

Contractor - The contractor is the bidder awarded a contract.

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

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

Division - The Division of Purchase and Property.

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