



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

September 3, 2004

**TO:** All Potential Bidders

**RE:** RFP #: 04-X-35839  
Telecommunications Management System (OIT)

Enclosed please find a complete set of bid documents for the above referenced solicitation.

The following are the key dates for the project:

Date	Time	Event
08/12/2003	9:30 AM	<b>Mandatory Pre-Bid Conference</b> (Refer to <a href="#">RFP Section 1.3.3</a> for more information)
09/04/2003	2:00 PM	<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.4</a> for more information)

All questions concerning the RFP contents and the bidding process must be directed to the undersigned.

Sincerely,

Chet Salamandra  
Supervising Procurement Specialist

E-Mail Address: [chet.salamandra@Treas.State.NJ.US](mailto:chet.salamandra@Treas.State.NJ.US)

Phone: (609) 984-0756

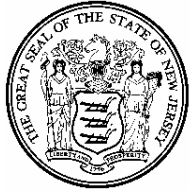
Fax: (609) 633-3662

## **ATTENTION VENDORS**

If you are submitting a bid and are not on the Purchase Bureau's Vendor File, visit our website at <http://www.state.nj.us/treasury/purchase/forms/forms.htm/bidders> and either submit a bidders application online or download the application and instructions. If downloading, mail or fax the application to the Purchase Bureau and you will be placed on the bid list. Submitting your application online is preferable because it is easier and will get on the vendor file within a day or so.

If you're already on the Purchase Bureau bid list file and need to change your information, i.e. address change, etc., send a letter on company letterhead signed by a company officer to the Vendor Change Unit of the Purchase Bureau, 33 West State Street, PO Box 230, Trenton, New Jersey, 08625 or fax it to (609) 292-5170. The letter should list the outdated information as well as the corrections, specifying what is to be changed. Make sure you include the entire eleven -digit vendor identification number on the letter.

This does not apply to remit-to addresses. They must be processed through the OMB Vendor Control Unit. Their number is (609) 292-8124.



STATE OF NEW JERSEY
REQUEST FOR PROPOSAL

BID NUMBER: 04-X-35839

FOR: TELECOMMUNICATION
MANAGEMENT SYSTEM

TERM CONTRACT #: T2214
REQUESTING AGENCY: DEPARTMENT OF TREASURY,
OFFICE OF INFORMATION
TECHNOLOGY

ESTIMATED AMOUNT: N/A
CONTRACT EFFECTIVE DATE: 10/01/03
CONTRACT EXPIRATION DATE: 09/30/08
COOPERATIVE PURCHASING: NO
SET ASIDE: SEE RFP SECTION 4.4.1.4

DIRECT QUESTIONS CONCERNING THIS RFP TO:
CHET SALAMANDRA
PHONE NUMBER: (609) 984-0756
FAX NUMBER (609) 633-3662
E-MAIL ADDRESS: chet.Salamandra@treas.state.nj.us

TO BE COMPLETED BY BIDDER:

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

PURSUANT TO N.J.S.A. 52:34 - 12 AND N.J.A.C. 17:12 - 2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

- 1) PROPOSALS MUST BE RECEIVED AT OR ON BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 09/04/03 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.
2) THE BIDDER MUST SIGN THE PROPOSAL.
3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ 0 OR 0 %. CHECK THE TYPE OF BID SECURITY SUPPLIED:
ANNUAL BID BOND ON FILE: \_\_\_\_\_ BID BOND ATTACHED: \_\_\_\_\_
CERTIFIED OR CASHIERS CHECK ATTACHED: \_\_\_\_\_ LETTER OF CREDIT ATTACHED: \_\_\_\_\_
7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). SEE ATTACHMENT 1
8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):
PRE-BID CONFERENCE: August 12, 2003
SITE INSPECTION: None

ADDITIONAL REQUIREMENTS

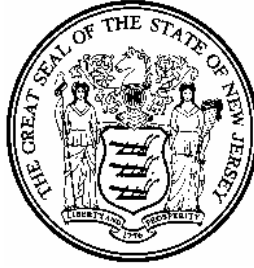
- 9) PERFORMANCE SECURITY: \$ 0 OR 0 %
10) PAYMENT RETENTION: 10%
11) AN AFFIRMATION ACTION FORM (ATTACHMENT 3 OF RFP)
12) A MACBRIDE PRINCIPALS CERTIFICATION (ATTACHMENT 2 OF RFP)
13) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP
14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE CERTIFICATION OF REGISTRATION AS A SMALL, MINORITY OR FEMALE BUSINESS (SEE N.J.A.C. 17:13-3.2).

TO BE COMPLETED BY BIDDER

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

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

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



# **BID NUMBER: 04-X-35839**

## **Request for Proposal for: TELECOMMUNICATIONS MANAGEMENT SYSTEM**

**Date Issued: July 10 2003**

**Purchasing Agency**

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Purchase Bureau, P.O. Box 230  
33 West State Street  
Trenton, New Jersey 08625-0230

**Using Agency**

Department of the Treasury  
Office of Information Technology  
300 Riverview Plaza  
Trenton, New Jersey 08625

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# **1 INFORMATION FOR BIDDERS**

## **1.1 Purpose and intent of this RFP**

This Request For Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, on behalf of the State of New Jersey (the State). The purpose of this RFP is intended to solicit proposals from qualified bidders for a “Turn Key” Comprehensive Telecommunications Management System that will support the entire State.

The State wants to purchase a comprehensive system that will provide integrated functionality in the following areas: billing, directory, workflow (including work orders), project tracking, inventory, purchase order tracking history, and asset management.

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

## **1.2 Background**

The State currently receives bills in multiple formats from many companies. Bills are received on paper, CD, and electronic download. The State receives billing for over 100,000 lines at 5 separate locations.

### **1.2.1 Existing Environment**

#### **1.2.1.1 Centrex**

The State of New Jersey is presently served by 74 separate Centrex systems that handle approximately 65,000 lines, and a monthly message unit and toll call volume of approximately 5,000,000. See [Exhibit 2.A](#) for a representative sample.

#### **1.2.1.2 PBX**

The State of New Jersey telephone system also incorporates approximately 34 PBX systems that handle a monthly message unit and toll call volume of approximately 177,000. The PBX systems are from several major PBX manufacturers. See [Exhibit 2.B](#) for a representative sample.

#### **1.2.1.3 KEY**

There also exist approximately 21 smaller offices that are serviced by key systems of various manufacture served by ISDN Intergrated services digital Network), CENTREX, trunks, and POTS (Plain old telephone service). These systems handle a monthly message unit and toll call volume of approximately 17,000. See [Exhibit 2.C](#) for a representative sample.

#### **1.2.1.4 Cellular**

The State of New Jersey also supports over 3400 cellular telephones supplied by three different vendors, Verizon Wireless, Key Mobile, and Cingular.

#### **1.2.1.5 Pagers**

The State of New Jersey subscribes to several different paging services. Pagers are handled on an agency basis.

#### **1.2.1.6 Calling Cards**

Calling Cards are supplied to State employees based on need.

### **1.3 Key Events**

#### **1.3.1 Questions and Inquiries**

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

Written Questions should be mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Purchase Bureau  
Division of Purchase and Property  
State of New Jersey  
PO Box 230  
Trenton, New Jersey 08625-0230

Attention: Chet Salamandra  
Phone Number: 609-984-0756  
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. Written questions must be delivered to the Purchase Bureau buyer. 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 should 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 facsimile, electronic mail or telephone, concerning this RFP.

#### **1.3.2 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: August 12, 2003  
Time: 9:30 am  
Location: State of New Jersey Purchase Bureau  
33 West State Street  
9th Floor Bid Room  
Trenton, NJ 08625



CAUTION: Bids will be automatically rejected from any bidder that was not represented or failing 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 and distributed to the attendees as written addendum to the RFP. Answers to the deferred questions will also be distributed to the attendees a written addendum to this RFP.

### **1.3.3 Anticipated Dates**

- Contract Award Date – On or about October 1 ,2003
- Contract Signing – within one month after award date.
- Project Plan Presented by Contractor - within six weeks after award date.
- Project Plan Approved by the State Contract Manager – within two months after award date.
- Project Begins - within two and one half months after award date.

## **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. Any RFP addendum will be distributed as follows: A Mandatory Pre-Bid Conference has been scheduled for this procurement. Any addendum issued before the Mandatory Pre-Bid Conference will be distributed to all bidders who were sent to the initial RFP. Any addendum issued at the time of or after the Mandatory Pre-Bid Conference will be distributed only to those bidders represented and properly registered at the Mandatory Pre-Bid Conference.

### **1.4.2 Addendum as a Part of this RFP**

Any addendum 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 proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFP.

### **1.4.5 Cost Liability**

The State assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submittal of proposals in response to 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 to inspect bid proposals received in response to this RFP with the Purchase Bureau buyer.

#### **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 initial price changes 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 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 DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as a 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.

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

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

**BTN** – Billed Telephone Number (AKA, Main Listed Number).

**CATV** – Cable television.

**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.

**CENTREX** – Local Exchange Carrier (LEC) service that provides local switching applications similar to those provided by an onsite PBX. With Centrex, there is no onsite switching; all customer connections go back to the Central Telephone Office.

**Contract** – This RFP, any addendum to this RFP, and the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Award.

**Contractor** – The contractor is the bidder awarded a contract.

**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.

**E 9-1-1** - Enhanced 9-1-1

**EIA** – Electronic Industries Alliance.

**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.

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

**IDF** – Intermediate distribution frame.

**IVR** – Interactive voice response system.

**Key** – (Key Telephone System) A system that allows multiple telephones to share multiple pre-determined telephone lines. The system provides indicators to allow the users to understand the status of each line available on a given phone. It is up to the user to know to select an unused line, or answer a ringing line.

**LEC** – Local exchange carrier.

**LDAP** - Lightweight Directory Access Protocol

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

**MDF** – Main distribution frame.

**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.

**NENA** – National Emergency Number Association.

**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.

**PBX** – Private Branch Exchange.

**POC** – Point of contact.

**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 which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of Using Agencies as identified herein.

**RFP** – Request for Proposal.

**Shall** - 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.

**SMF** - Service Management Function.

**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.

**TIA** – Telecommunications Industry Association

**Turn Key** - A product or service that can be implemented or utilized with no additional work required by the State.

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

### **3 SCOPE OF WORK**

The scope of work section is arranged as follows:

Section 3.1 Telecommunications Management System

Section 3.2 Technical

Section 3.3 Implementation

#### **3.1 TELECOMMUNICATIONS MANAGEMENT SYSTEM**

##### **3.1.1 Requirements**

ALL OF THE REQUIREMENTS DETAILED IN SECTIONS 3.1.1 THROUGH 3.2.2 MUST BE ADDRESSED IN THE TECHNICAL PORTION OF THE BID PROPOSAL (SEE SECTION 4.4.2) FOR THE BIDDER TO BE CONSIDERED COMPLIANT WITH THIS RFP. INDICATE THE SECTION/SUBSECTION REFERENCED IN EACH RESPONSE. BIDDER MUST CHECK ONE OF THE THREE BOXES FOR ALL SECTIONS IN 3.1.1 THROUGH 3.2.2.

###### 3.1.1.1 System

3.1.1.1.1 The system must be web enabled and operate independent of browser versions. The system must support Microsoft Internet Explorer and Netscape Navigator.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.1.2 State web access must be authenticated via LDAP server. Based on the user's authentication, the system must support views to the database via the web for different users such as a customer view, a technician view, an administrative view, a department view, etc.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.1.3 The system must allow the assignment of security levels by global, group and individual user. The security level will determine the level of access each individual has and the he/she they will be allowed to perform.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.1.4 The system must have bill reconciliation for the full range of billed charges. Billed charges of any variety will be compared to the State's level of expectation, based on contractual agreements, as entered into the system. Variances exceeding user-definable thresholds will be identified through exception reports.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.1.5 The system must support the creation of a single bill for every user regardless of the number of services utilized by that user. For example, if a staff member has an office phone, a pager, a network connection, and a cellular telephone, all charges and usage must be integrated on a single statement (hard copy or electronic). The single bill must also integrate charges with PBX, Centrex, VoIP, cellular, and other third-party charges to provide a detailed, consolidated billing statement and optionally send a consolidated file through to General Ledger postings.

*Comply*    *Comply with exceptions*    *Non-Comply*

- 3.1.1.1.6 The system must allow for user-definable fields throughout the application. Specifically, user defined fields must be available on the work order and trouble ticket screens. The State of New Jersey must have the flexibility to define selection criteria for drop down lists for some user-defined fields.
- Comply*    *Comply with exceptions*    *Non-Comply*
- 3.1.1.1.7 The system must allow for global changes. The software must include utilities or some other end-user capacity that will allow the end user to easily make global changes such as: moving extensions, changing the billing address flag for, primary to alternate, or vice versa, changing or restructuring managerial reporting levels, moving a group of extensions from one reporting level to another, etc.
- Comply*    *Comply with exceptions*    *Non-Comply*
- 3.1.1.1.8 The system must allow modification to any record without having to delete the existing record and add a new record.
- Comply*    *Comply with exceptions*    *Non-Comply*
- 3.1.1.1.9 The system must provide one screen that includes all services and equipment assigned to any given user and have hypertext links to complete information for devices such as pagers, cell phones, calling cards, etc. Request should be keyed on the user's employee identification number.
- Comply*    *Comply with exceptions*    *Non-Comply*
- 3.1.1.1.10 The proposed system must handle one or multiple pagers per individual and be able to accept electronic billing data supplied by all of the major service providers.
- Comply*    *Comply with exceptions*    *Non-Comply*
- 3.1.1.1.11 The proposed system must also have the capability to handle calling cards and accept electronic billing data supplied by the supplying vendor.
- Comply*    *Comply with exceptions*    *Non-Comply*
- 3.1.1.1.12 The system must consist of tightly integrated modules that allow for a single point of input. The integration of various modules should minimize database maintenance and eliminate the need to enter core data more than once. As a rule, data should be updated in real-time unless there are logical reasons to do otherwise.
- Comply*    *Comply with exceptions*    *Non-Comply*
- 3.1.1.1.13 The system should include a job scheduler function to offload large processes such as billing runs, large import files and batch rating of call records.
- Comply*    *Comply with exceptions*    *Non-Comply*
- 3.1.1.1.14 The system should allow end users to submit work orders and trouble requests over the web. After submitting the order a confirmation number/order tracking number should be returned immediately to the end user.
- Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.1.15 The system should provide web access for customer support - call rate inquiry, current balance and call detail, bill printing, work order entry and directory. Web functionality should include both HTML and PDF delivery of billing and reporting data as well as a 'download' feature to allow end users to manipulate billing data on their client machines in standard spreadsheet applications such as Microsoft Excel.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.1.16 The system should provide on-line call rate calculation inquiry to provide users with rate quotations for all local, toll, and international calls. Rates quoted should be specific for the user making the inquiry. The system should interface with the State's intranet for the following areas: Allow end users access and inquiry capability over the State's intranet to information about the cost of calls, balance, last payment dates and amounts.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.1.17 The system should allow State users to download individual billing statistics via the State's intranet into an excel spreadsheet for further evaluation.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.1.18 The system should provide full system documentation electronically and distribute it on a CD ROM. Entity Relationship diagrams should be included with system documentation..

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.1.19 The system should include a comprehensive on-line help function that includes all modules and functional areas of the application.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.1.20 The system should provide one screen that includes all services installed at a location. The screen should have hypertext access and search capability on name, location (building, floor, room and jack id) and service number. Data displayed on the screen should include tabs for billing history, current call detail, calling card data, account receivable history, address, monthly recurring and one time charges.

*Comply*    *Comply with exceptions*    *Non-Comply*

### 3.1.1.2 Call Accounting

3.1.1.2.1 The system must protect access to authorization code data.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.2.2 The system must include one consolidated screen to manage all Monthly Recurring Charges (MRCs) and One-Time Charges and Credits (OCCs). The system must support an unlimited number of these charge types. The system must support the following charge requirements:

- Bill charges in variable stages to support varying billing cycles.
- Allow definition of single MRC or OCC charge item with variable rates based upon the assigned subscriber.
- Support Single Charge Packages for both MRC's and OCC's.



- Charges for service must automatically be applied when the telephone number is assigned ,and the in-service dates must be taken from the work order. There should not be an additional step to add a charge to the subscriber record.
- Support feature charges and feature charge packages for telecom.
- Support pro-rating of shared equipment and facilities cost.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.2.3 The system must consolidate facilities, equipment, service, usage, and other charges into a common billing statement with the ability to sort and segregate the charges by type on the billing statement.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.2.4 The system should provide the capability to generate a user-defined number of unique authorization codes for automatic or manual assignment. The system should support a 15-digit authorization code.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.2.5 The system should have the ability to turn on and off all authorization codes.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.2.6 The call accounting application should be fully integrated with all other related applications including work order, inventory, and accounts receivable. The system should not duplicate master tables.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.2.7 The State should be able to define general ledger account codes for segregation of financial charges. The system should support a variable number of fields of varying sizes to represent the general chart fields.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.2.8 The system should have the ability to distinguish account codes from multiple accounting systems.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.2.9 The system should support rollover accounts to accommodate account number changes associated with grants. For example, all charges from Account A go to Account B on a specific date.

*Comply*    *Comply with exceptions*    *Non-Comply*

### 3.1.1.3 Call Accounting--Call Processing and Toll Rating

3.1.1.3.1 A variety of billing types must be provided, such as fixed rate, pro-rated, billed in advance, zero cost billing, purge upon billing, one time charges, and recurring charges.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.3.2 The system must be able to assign different rate structures to different billing entities within the organization and include special discount rates for calls made on a given day and time.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.3.3 The system must allow a surcharge to be assigned by type or category of service.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.3.4 The system must be able to import common carrier toll tapes not originating from the State's site such as calling card, collect, credit card, pager, cellular, 800, and third party calls. Billing data from these sources must be integrated with other system billing information.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.3.5 The State must have the ability to manually enter call records for processing and billing purposes.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.3.6 The system should be able to receive and process call detail records in batch and near-real time, and incorporate the call records into the billing system. Posting to departmental accounts must occur each time calls are polled or processed.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.3.7 The system should have the ability to sort and view raw call records from a PBX.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.3.8 The system should have toll fraud monitoring capabilities.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.3.9 The system should be able to select from a variety of costing methods and should be flexible as to how these costing methods are assigned.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.3.10 The system should allow the State to easily make modifications to the carrier file import script directly through the application's GUI interface. Modifications to this script should not require additional programming changes or charges from the vendor.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.3.11 The system should provide for a comparative rating on at least two carriers simultaneously without requiring re-rating or re-processing of calls.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.4 Call Accounting--Billing Invoices.

3.1.1.4.1 The system must support an 'undo' billing run if the State produces a bill in error.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.4.2 All call detail and payment information must be shown on the invoices.

*Comply*    *Comply with exceptions*    *Non-Comply*

- 3.1.1.4.3 All the MRC and OCC charges must show on the invoices with the option to group them by general ledger budget category. A description and billing note field must accompany the charges.
- Comply*    *Comply with exceptions*    *Non-Comply*
- 3.1.1.4.4 The system must allow State technical personnel to print or re-print bills on demand internally within the system and externally via the Web.
- Comply*    *Comply with exceptions*    *Non-Comply*
- 3.1.1.4.5 The system should allow for an unlimited number of State-defined sub groups, each with its own toll, equipment, labor rate structures and billing cycles.
- Comply*    *Comply with exceptions*    *Non-Comply*
- 3.1.1.4.6 The system should provide the ability to schedule a billing run for a future date and time.
- Comply*    *Comply with exceptions*    *Non-Comply*
- 3.1.1.4.7 The system should contain a job-processing window to monitor jobs currently running in the system. This window should allow the State to modify and/or delete scheduled jobs.
- Comply*    *Comply with exceptions*    *Non-Comply*
- 3.1.1.4.8 The billing invoice should have an area for 500 characters of user maintainable text billing messages.
- Comply*    *Comply with exceptions*    *Non-Comply*
- 3.1.1.4.9 The system should allow telecommunications representatives to review bills on line, for current and up to a year of billing detail history.
- Comply*    *Comply with exceptions*    *Non-Comply*
- 3.1.1.5 Inventory and Assets
- 3.1.1.5.1 The system should have the ability to track a variety of equipment, including but not limited to telephones, pagers, data equipment, hubs, and routers.
- Comply*    *Comply with exceptions*    *Non-Comply*
- 3.1.1.5.2 The system should allow for detailed tracking of all inventory transactions and must provide a detailed audit trail for the same. Tracked inventory transactions must include: receipt of items (with and without invoice), checkout, return, transfer, and adjustment. Audit trail must include date, time, and user posting the transactions.
- Comply*    *Comply with exceptions*    *Non-Comply*
- 3.1.1.5.3 The system should maintain a vendor master list to include the following information at a minimum: vendor identification number, name, address, telephone number, primary contact, material provided, standard unit purchased, cost per standard unit, discount volume level and comments.
- Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.5.4 Inventory should be fully integrated with all other related applications including work order, billing and accounts receivable. For example, the system should automate the assignment of charges when assigning inventory.

*Comply*    *Comply with exceptions*    *Non-Comply*

### 3.1.1.6 Work Orders

3.1.1.6.1 The system should include a work order function that is fully integrated with all other areas of the application. Work orders should support moves, adds, changes and disconnects.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.6.2 The work order should provide seamless access to other functions such as inventory, cable detail, service features, and location detail..

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.6.3 The system should be able to accept manually entered order numbers.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.6.4 The system should allow, at a minimum, search/inquiry of orders by order number, order date, , requested by, phone number, , and location,.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.6.5 The system should provide a work order history on all installed services. This should include work order history, including time and material orders.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.6.6 The system should support web initiation of orders.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.6.7 The work order should support templates to include, at a minimum, standard tasks, one-time charges, and recurring charges.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.6.8 Each change/move order should track any related charges, and include commodity codes for billing.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.6.9 The system should perform multiple transactions (e.g., moves, adds, changes, swaps) on a single work order.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.6.10 The system should support projects that can group multiple orders together. Projects should include activity tracking and all charges associated with a project.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.6.11 The system should allow for multiple work orders to be open and closed at the same time.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.1.6.12 The system should allow State technical personnel access to work orders over the web. State technicians should be able to update their assigned tasks on the order, to enter the completion time (estimated and actual), and send status messages to other technicians also working on the order.

*Comply*    *Comply with exceptions*    *Non-Comply*

### **3.1.2 System Reports**

3.1.2.1 The system must provide a comprehensive set of standard reports. The State must be able to copy and modify an existing report or customize new reports.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.2.2 The system must produce a daily report or inquiry of calls that cannot be applied to a valid account.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.2.3 The system must produce exception reports.

3.1.2.4    *Comply*    *Comply with exceptions*    *Non-Comply*

3.1.2.5 The system must produce reports that warn of conditions that may represent loss of call records data or discrepancies in the database.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.2.6 The State should be able to add reports to a pick list on the application versus having to rely strictly on a third-party tool.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.2.7 The system should include a Report Writer and Query Generator for creating end user queries and reports, including output in ASCII, Excel, Word and Access format.

3.1.2.8    *Comply*    *Comply with exceptions*    *Non-Comply*

3.1.2.9 The system should provide the capability for generating detail and summary reports on inventory items maintained in the database.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.1.2.10 The system should provide graphic reporting capabilities year to date, or on a twelve-month basis.

*Comply*    *Comply with exceptions*    *Non-Comply*

## 3.2 TECHNICAL

### 3.2.1 Server Hardware

3.2.1.1 The recommended hardware must conform to the State of New Jersey Shared IT Architecture. Refer to the following web address: [http://www.state.nj.us/it/it\\_architecture.pdf](http://www.state.nj.us/it/it_architecture.pdf) The proposed system must operate on this server hardware.

*Comply*    *Comply with exceptions*    *Non-Comply*

### 3.2.2 Technical architecture

#### 3.2.2.1 Multi-Site

3.2.2.1.1 The system must have centralized processing with multi-site capability.

*Comply*    *Comply with exceptions*    *Non-Comply*

#### 3.2.2.2 Security and Application Administration:

3.2.2.2.1 Security must be an integral part of the system. The system must enforce referential integrity and constraints directly within the database and application tables.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.2.2.2.2 The system must have a single point of authentication. User authentication must be provided on an individual basis.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.2.2.2.3 Application Administrator must be able to set rights for access, modification, addition, and deletion of fields by individual or group.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.2.2.2.4 The system must provide audit reports for user and administrator activity.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.2.2.2.5 The system must provide an audit trail across all functions by associating a user ID, date, and time stamp to all adds, changes, and deletes throughout the system. The State must have the ability to activate triggers to track table-level activity, regardless if a user enters directly into the database outside of the application.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.2.2.2.6 The system should support user templates (basic definitions which can be copied into new user profiles).

*Comply*    *Comply with exceptions*    *Non-Comply*

#### 3.2.2.3 Oracle Database Engine

3.2.2.3.1 Structured Query Language (SQL) will be utilized heavily by end-users to manipulate data in the database. The system must have SQL query capability within the product.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.2.2.3.2 The product should operate in an Oracle environment utilizing the Oracle RDBMS, Oracle SQL\*Net as the network transport, and Oracle's Web product.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.2.2.3.3 If a change is made to the database, the change should automatically be made on every affected record. State if user can control whether or not these changes are made in real-time.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.2.2.3.4 Utilities should be available that allow for easy global updates, such as changing the budget code for an entire department and/or changing a building name.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.2.2.3.5 Tools should be available to diagnose and troubleshoot the database. These tools should be on-line and non-disruptive.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.2.2.3.6 Third party tools should be able to be used effectively against the database to load and extract data.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.2.2.4 Data Exchange/Import/Export:

3.2.2.4.1 The system must come with import routines for major functional areas at a minimum to include State employees, inventory and subscriber data. The import scripts must come delivered with the application and accept data in standard ASCII.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.2.2.4.2 The system should be able to export any file or portion of a file to ASCII format.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.2.2.4.3 Data should be exchangeable with external SQL systems as well as with PC products like MS/Access, MS/Excel, and Lotus Notes.

*Comply*    *Comply with exceptions*    *Non-Comply*

3.2.2.4.4 The system should have well-defined and documented APIs(Application program interface) that allow easy and secure import and export of data without program modifications to the system.

*Comply*    *Comply with exceptions*    *Non-Comply*

### **3.3 IMPLEMENTATION**

#### **3.3.1 Installation**

Bidders are to provide a basic project schedule with milestones and time frames for equipment installation, database conversion, training, parallel operation, and full system cut-over. Due to the large number of systems to be incorporated, this project schedule should reflect a phased approach.

##### **3.3.1.1 Installation Support**

The contractor will provide the State with on site support either with its own personnel, contracted personnel experienced with their system, subcontractors, or a combination thereof for one (1) year beginning with the agreed upon project start date. This support will include the conversion of, and interfaces to any applicable state databases and applications. Any contracted personnel and/or subcontractors must be in compliance with section 4.4.3.8 of this RFP.

#### **3.3.2 Training**

All training will be at the State site during normal working hours. Training must be “hands-on” using vendor trained specialists, training labs and guides. Training must support a minimum of ten (10) persons.

Within the standard training program, the contractor must provide for system level training on the database that is independent of application training. The system level training should include tuning the database, creating rollback segments, etc.

#### **3.3.3 Documentation**

Training materials and documentation must be available on line via the Web for downloading. The State must also have the ability to download original documentation that can be modified for internal training.

#### **3.3.4 Maintenance/Support**

Maintenance is to include all patches, 800 number support, and call backs within two (2) hours.

Support must be available via telephone during normal working hours (between 8 AM and 5 PM).

Software upgrades must be included in the maintenance contract, from year two (2) through year five (5).

Contractor personnel must be available for custom programming. Section 5.21 will apply for this additional work.

##### **3.3.4.1 System Support**

Bidders must be able to service the proposed system. Non-emergency services are to be scheduled for weekdays between 8 AM and 5 PM and a two (2) hour emergency service response is required after the normal working hours stated within, should a major system failure occur.



## **4 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 General**

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

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

### **4.2 Proposal Delivery and Identification**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the bid identification number, final bid opening date and the buyer's name. All of this information is set forth at the top of the RFP cover sheet.

### **4.3 Number of Bid Proposal Copies**

Each bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder is requested to submit eight (8) full, complete and exact copies of the original. The copies requested are necessary in the evaluation of your bid. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### **4.4 Proposal Content**

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

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

The following Table describes the format of the proposal that should be prepared with tabs (separators), and the content of the material located behind each tab.

<b>TAB</b>	<b>CONTENTS</b>	<b>RFP SECTION REFERENCE</b>	<b>COMMENTS</b>
<b>1</b>	<b>Forms</b>	Cover Sheet	Completed and Signed Cover Sheet (Page 1 of this Document)
		4.4.1.1	Ownership Disclosure Form
		4.4.1.2	MacBride Principles Certification
		4.4.1.3	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate
		4.4.1.4	Notice of Intent to Subcontract Form and Subcontractor Utilization Plan
		1.1 of the Standard Terms & Conditions	Business Registration from Division of Revenue
<b>2</b>	<b>Technical Proposal</b>	4.4.2.1	Management Overview
		4.4.2.2	Contract Management
		4.4.2.3	Contract Schedule
		4.4.2.4	Potential Problems
		4.4.2.5	Detailed Technical Review
		4.4.2.6	Hardware Requirements
		4.4.2.7	Administration Tools
		4.4.2.8	Disaster Recovery
<b>3</b>	<b>Organizational Support and Experience</b>	4.4.3.1	Location
		4.4.3.2	Organization Chart (Contract Specific)
		4.4.3.3	Resumes
		4.4.3.4	Backup Staff
		4.4.3.5	Organization Chart (Entire Firm)
		4.4.3.6	Experience of Bidder on Contracts of Similar Size and Scope
		4.4.3.7	Financial Capability of the Bidder
		4.4.3.8	Subcontractor(s)
<b>4</b>	<b>Cost Proposal</b>	4.4.4	Price Schedule (See RFP Section 8.0)

#### **4.4.1 Section 1 – Forms**

##### **4.4.1.1 Ownership Disclosure Form**

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

##### **4.4.1.2 MacBride Principles Certification**

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

##### **4.4.1.3 Affirmative Action**

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

4.4.1.4 Set-Aside Contracts: Not applicable to this procurement

4.4.1.5 Bid Bond - Not applicable to this procurement.

#### **4.4.2 Section 2 – Technical Proposal**

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

##### 4.4.2.1 Management Overview

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

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

##### 4.4.2.2 Contract Management

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

##### 4.4.2.3 Contract Schedule

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

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

##### 4.4.2.4 Potential Problems

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

##### 4.4.2.5 Detailed Technical Review

The bidder shall address in narrative format each of the subsections contained in sections 3.1.1 through 3.2.2 of the scope of work. For example the bidder should list the subsection, i.e. 3.1.1.1.1, etc. and address each

subsection individually. These narratives should convince the State that the bidders proposed system meets requirements of each subsection.

#### 4.4.2.6 Hardware Requirements

Describe the system configuration that would be required to support your product. Include the disk storage configuration, memory requirements, network interface, call collection interface, tape backup, and any other system components required. The system must be sized to store at least two (2) years worth of data.

#### 4.4.2.7 Administration Tools:

Database and system administration tools must be provided as part of the system. Describe the functionality of these tools. Are they on-line or disruptive? Address the following:

- Diagnostics and troubleshooting-- Discuss what the State of New Jersey does when something goes wrong with the system. Include a description of the disaster recovery features of the system.
- Describe how the system allows for recovery and roll back of the database in the event of hardware or software failures, or errors caused by human error.
- Describe the recovery and restart procedures for system failure and program failure.
- The backup process must be able to initiate automatically, unattended via a job scheduler. Describe how this can be accomplished.
- The State must have the flexibility to select backups for the entire system or for a single function. Describe how this can be accomplished.
- The archival process must be user defined. Describe your systems archival process.

#### 4.4.2.8 Disaster Recovery

On occasion, due to system component failure or other emergency condition, files become corrupted and must be rebuilt from backup tapes or other method. Describe how your company would help the State recover from such a disaster.

### **4.4.3 Section 3 - Organizational Support and Experience**

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

#### 4.4.3.1 Location

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

#### 4.4.3.2 Organization Chart (Contract Specific)

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

#### 4.4.3.3 Resumes

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should clearly identify previous experience in completing similar contracts. Beginning and ending dates should be given for each similar contract. A description of the contract should be given and should demonstrate how the

individual's work on the completed contract relates to the individual's ability to contribute to the successfully providing the services required by this RFP. With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

In the event the bidder must hire or otherwise engage management, supervisory and/or key personnel if awarded the contract, the bidder should include a recruitment plan for such personnel. Such recruitment plan should demonstrate that the bidder will be able to initiate and complete the contract within the time frame required by this RFP.

#### 4.4.3.4 Backup Staff

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

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

#### 4.4.3.5 Organization Chart (Entire Firm)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned the contract to the bidder's overall organizational structure.

#### 4.4.3.6 Experience of Bidder on Contracts of Similar Size and Scope

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

#### 4.4.3.7 Financial Capability of the Bidder

The bidder should provide proof its financial capacity and capabilities to undertake and successfully complete the contract. A certified financial statement for the most recent fiscal year and current bank reference(s) are acceptable.

#### 4.4.3.8 Subcontractor(s)

4.4.3.8.1 Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the applicable laws.

4.4.3.8.2 The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

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

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

#### **4.4.4 Cost Proposal**

Please complete pricing form located in section 8 of this RFP. Also include any supporting documentation related to system cost.

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

## **5 CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 Precedence of Contractual Terms and Conditions**

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

Unless specifically noted within this RFP, the Standard Terms and Conditions take precedence over the Special Terms and Conditions.

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

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

### **5.2 Performance Bond - Not applicable to this procurement.**

### **5.3 Business Registration – See Standard Terms and Conditions, Section 1.1**

### **5.4 Contract Term and Extension Option**

The term of the contract shall be for a period of five (5) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

### **5.5 Contract Transition**

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than one hundred and eighty (180) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

### **5.6 Availability of Funds**

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

### **5.7 Contract Amendment**

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

### **5.8 Contractor Responsibilities**

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

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, and services or commodities required to be provided under the contract. The

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

### **5.9 Substitution of Staff**

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

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

### **5.10 Substitutions or Addition of Subcontractor(s)**

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

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

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

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

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

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

### **5.11 Ownership of Material**

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the



contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed.

To the extent that any of such materials may not, by operation of law, be a work made for hire in accordance with terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.

### **5.12 Data Confidentiality**

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

### **5.13 News Releases**

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

### **5.14 Advertising**

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

### **5.15 Licenses and Permits**

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

### **5.16 Claims and Remedies**

#### **5.16.1 Claims**

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

#### **5.16.2 Remedies**

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

### **5.17 Retainage**

The amount of retainage is noted on the RFP cover sheet. The Using Agency shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the Using Agency shall review the vendor's performance. If performance has been satisfactory, the Using Agency shall release 90% of the retainage for the preceding three (3) month period. Following certification by the State Contract Manager that all services have been satisfactorily

### **5.18 Late Delivery**

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in missed deliverables. Notification must also be provided to the Director at the address below:

The State of New Jersey  
Director, Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
33 West State St.  
Trenton, New Jersey 08625-0230

### **5.19 State's Option to Reduce Scope of Work**

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

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

### **5.20 Suspension of Work**

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

### **5.21 Change in Law**

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

### **5.22 Additional Work and/or Special Projects**

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

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

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

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever

possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

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

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

### **5.23 Form of Compensation and Payment**

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

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

#### **Payment to Contractor - Optional Method**

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

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

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

The State shall compensate the contractor via the following schedule:

- One third of the quoted price upon the delivery and acceptance by the State of an implementation plan.
- One third of the quoted price upon delivery and successful installation and acceptance by the State of all software and hardware.
- One third of the quoted price including training, upon final acceptance by the State, where such acceptance is not to be unreasonably withheld.

The contractor will bill maintenance charges for years two through five on a monthly or annual basis, at the sole option of the State.

## **6 PROPOSAL EVALUATION/CONTRACT AWARD**

### **6.1 Proposal Evaluation Committee**

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

### **6.2 Oral Presentation and/or Clarification of Proposal**

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

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

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

### **6.3 Evaluation Criteria**

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

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

#### **6.4 Contract Award**

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

**7 BIDDER DATA SHEETS BIDDER(S)' CAPABILITIES, ORGANIZATIONAL**

**Not Applicable to this RFP.**

**8 PRICE SHEET**

Please complete the following price sheet. Shipping shall be included in all costs. Additional programming support and hardware costs shall not to be included in the system total.

## Price Sheet

### Telecommunications Management System

LINE ITEM	BID ITEM	TOTAL PRICE PER BID ITEM
1	4GL Tools and other Development Language Costs, All-Inclusive Cost - Per RFP Sections 3.2.2.3 & 3.2.2.4	\$
<b>Application Software Costs:</b>		
2	System, Basic – Per RFP Section 3.1.1.1	\$
3	Call Accounting – Per RFP Sections 3.1.1.2, 3.1.1.3 & 3.1.1.4	\$
4	Inventory and Assets – Per RFP Section 3.1.1.5	\$
5	Work Orders – Per RFP Section 3.1.1.6	\$
<b>Other</b>		
6	Installation Support, All-Inclusive Cost – Per RFP Section 3.3.1.1	\$
7	Training Charges, All-Inclusive Cost – Per RFP Sections 3.3.2 & 3.3.3	\$
8	Annual Price for Maintenance including software upgrades - Year 2	\$
9	Annual Price for Maintenance including software upgrades - Year 3	\$
10	Annual Price for Maintenance including software upgrades - Year 4	\$
11	Annual Price for Maintenance including software upgrades - Year 5	\$
<b>TOTAL ALL INCLUSIVE COST OF PROPOSED SYSTEM</b>		
<b>(Total of Line Items 1 –13)*</b>		<b>\$</b>

\* Price that will be used for evaluation purposes.

<b>OTHER PRICING</b> <b>(Bidders must provide a price for line item A, line item B is optional)</b>		
<b>LINE ITEM</b>	<b>BID ITEM</b>	<b>TOTAL PRICE PER BID ITEM</b>
A	All Inclusive Hourly Rate for Additional Programming Support. RFP Section 5.21 would apply for additional work.	\$
B	All Inclusive Hourly Rate for Additional Training, if requested, for Years 2 through 5.	\$
C	Hardware supplied by the vendor, (servers etc.). This line item is optional.	\$



## 9 EXHIBITS

### 9.1 Exhibit – 2.A Centrex Locations

<u>BTN</u>	<u>CENTREX LOCATION</u>	<u>Centrex Lines</u>	<u>ISDN BRI Lines</u>	<u>T-1</u>	<u>POTS Lines</u>	<u>Message Unit Calls 1 Month Avg</u>	<u>Toll Calls 1 Month Avg</u>
609-748-2000	ABSECON (PLEASANTVILLE-A)	77	1			1,631	3,190
732-775-1566	ASBURY PARK	252	29			16,292	17,323
609-441-3000	ATLANTIC CITY	1,099	323	2	6	69,001	33,204
609-698-4445	BARNEGAT	8				87	
201-823-5000	BAYONNE	124				6,397	4,706
201-915-3400	BERGEN (JERSEY CITY-B)	82			3	5,060	2,746
973-680-3530	BLOOMFIELD	212	8			14,666	6,587
973-299-7560	BOONTON	78				1,262	3,092
609-298-8222	BORDENTOWN	245	116		2	31,771	26,409
856-453-3800	BRIDGETON	1,223	109		1	56,945	30,720
856-225-5700	CAMDEN (Corrections)	259	17			5,550	8,529
856-757-2500	CAMDEN	1,326	46	3	8	83,559	13,091
973-365-0430	CLIFTON (PASSAIC)	195	5		1	11,240	17,450
973-659-3500	DOVER 11/2001	38				6,668	1,642
609-924-3044	DRUMTHWACKET (PRINCETON-D)	26				611	2,114
973-266-1800	EAST ORANGE	567	12		3	31,642	18,597
732-935-5900	EATONTOWN	67			1	983	3,124
732-777-3640	EDISON 12/2001	19				758	1,468
908-820-3000	ELIZABETH	1,174	166		5	63,510	40,901
973-962-7031	ERSKINE LAKES	36				978	2,113
609-530-2000	EWING / LAWRNCEVILLE	4,194	520	9	33	153,821	128,229
201-791-0500	FAIR LAWN	56				3,812	1,940
732-938-2500	FARMINGDALE	30	15			702	
609-723-8500	FORT DIX	14				2,782	3,323
732-308-4300	FREEHOLD	375	38	1	38	22,554	23,115
201-996-8000	HACKENSACK	243				26,770	18,350
856-428-6550	HADDONFIELD H	48			2	822	1,258
609-567-3800	HAMMONTON	39	6		3	2	1,115
609-567-8000	HAMMONTON /BUENA VISTA	108				3,549	1,262
973-599-5800	HANOVER TWP. (WHIPPANY)	116	89			14,261	14,380
609-448-8688	HIGHTSTOWN	24			1	296	538
973-770-5000	HOPATCONG (MT ARLINGTON)	200				4,487	9,844
609-466-2200	HOPEWELL	2				81	356
201-217-7100	J C/JOURNAL SQUARE	698	7		1	65,103	29,605
732-656-3242	JAMESBURG	29			1	1,114	1,567
973-491-2500	KEARNY (NEWARK IRON BOUND)	123			3	4,009	6,080
732-942-2700	LAKEWOOD	19				500	862
856-346-8032	LAUREL SPRINGS	13				49	2,803
973-890-2420	LITTLE FALLS	33	3			4,072	20,062
609-588-2000	MERCERVILLE	4,159	193	13	11	179,161	124,497
856-486-2680	MERCHANTVILLE	351	106			19,488	24,095
732-603-3000	METUCHEN	68	3			70	268
973-292-5950	MORRISTOWN	742	9	1	1	30,196	30,613
609-518-2500	MOUNT HOLLY	542	10		1	23,838	27,951

856-866-4880	MOUNT LAUREL (MORRESTOWN)	56				1,693	2,405
973-628-6500	MOUNTAIN VIEW	95				2,472	5,986
732-937-6200	NEW BRUNSWICK	630	7	1	6	23,216	63,075
973-648-2121	NEWARK	5,243	393	5	21	384,397	134,710
732-940-1540	NORTH BRUNSWICK (FRANKLIN PARK)	18			2	1,477	955
856-358-8616	PARVIN STATE PARK, PITSGROVE	11				1,200	1,814
973-977-4000	PATERSON	1,628	75	2	8	63,249	71,684
609-894-7300	PEMBERTON	43				1,137	3,753
732-293-5000	PERTH AMBOY -P	236	25		3	14,143	16,542
732-738-3200	PERTH AMBOY-F	64	17		1	1,609	2,887
732-981-2400	PISCATAWAY (DUNELLEN)	573	209			30,130	41,824
908-412-7900	PLAINFIELD	132	2		2	2,875	6,457
609-645-6600	PLEASANTVILLE-P	182	13	1	2	5,089	3,367
609-987-2150	PRINCETON-P	37	1			11,486	3,885
732-499-5000	RAHWAY	1,001	45	1	6	18,770	46,990
732-741-2424	RED BANK	61	3		1	3,018	3,347
609-259-2120	ROBBINSVILLE	30	10			1,309	1,003
201-845-7575	ROCHELLE PARK	7	3			176	676
973-448-3500	ROXBURY (NETCONG)	21	3			439	364
908-704-3000	SOMERVILLE	215	2		3	20,949	325
732-449-0201	SPRING LAKE (SEA GIRT)	74	19			3,266	7,194
973-927-2600	SUCCUSSANA	51	36		7	11,946	9,099
732-286-6400	TOMS RIVER	226	2		6	18,731	19,665
732-255-0700	TOMS RIVER/W.OSBORNVILLE	426	3		2	12,823	6,072
609-292-2121	TRENTON	32,393	4,451	35	86	788,778	1,247,079
856-696-6000	VINELAND	1,198	24		4	67,399	24,277
856-770-5900	VOORHEES (HADDONFIELD-LS)	134				20,773	7,288
973-669-3900	WEST ORANGE	140	8		2	16,614	8,131
609-729-0663	WILDWOOD	15				73	579
856-853-4100	WOODBURY	231	10		4	6,579	11,609
<b>Total Ctx's 74</b>	<b>Totals</b>	<b>64,504</b>	<b>7,192</b>	<b>74</b>	<b>291</b>	<b>2,505,964</b>	<b>2,462,161</b>

**9.2 Exhibit – 2.B PBX Systems**

	<b>AGENCY</b>	<b>LOCATION</b>	<b>TYPE</b>	<b>MESSAGE UNIT CALLS 1 Month Avg</b>	<b>TOLL CALLS 1 Month Avg</b>
1	Ancora Physc. Hosp.	Ancora	System 85	12,737	7,470
2	Mountainview Youth	Annandale	Definity G31	Sprint	0
3	DYFS So. Monmouth	Asbury Park	Definity	3,918	49
4	Adult Diagonistic Ctr	Avenel	Definity G31	364	314
5	Wagner Youth Corr	Bordentown	Definity G31	1,334	145
6	State Police A	Buena Vista	Definity	2,449	215
7	DYFS Cape May	Cape May Courthse	NEC 2400	2,533	628
8	Edna Mahan Corr	Clinton	Definity G31	Sprint	0
9	Hunterdon Devel Ctr	Clinton	Definity	Sprint	1,789
10	Southern State Prison	Delmont	Definity G31	10,116	1,301
11	State Police HQ	Ewing	Definity	10,676	4,668
12	Brisbane Child Treat	Farmingdale	Definity G3si	3,173	1,211
13	Senator Hagetdorn Ctr	Glen Gardner	Definity	Sprint	3,612
14	Greenbrook Regional	Greenbrook	Definity	385	706
15	Greystone Phs. Hosp.	Greystone Park	NEC 2400	5,070	567
16	DYFS So. Regional	Hammonton	System 85	611	967
17	Boys Correctional	Jamesburg	System 75	138	1,297
18	Bayside State Prison	Leesburg	Definity G31	530	313
19	DYFS Burlington	Mt. Laural	Mitel	5,926	2,747
20	New Lisbon Devel Ctr	New Lisbon	Definity G31	2,070	837
21	Northern State Prison	Newark	Definity G31	12,999	1,618
22	DYFS No. Hudson	North Bergen	NEC 2400	6,050	0
23	DYFS North ARC	Paterson	Definity	2,799	2,383
24	DYFS Morris	Randolph	Mitel	2,137	227
25	DYFS No. Monmouth	Red Bank	NEC 2400	3,879	0
26	DYFS Salem	Salem	NEC 2400	2,310	1,421
27	DYFS Gloucester	Thorofare	Definity	2,817	1,947
28	North Jersey Devel Ctr	Totowa	Definity	9,703	553
29	State Police B	Totowa	Definity	3,229	151
30	Housing/Finance	Trenton	Siemans	8,106	2,484
31	DYFS Warren	Washington	Definity	1,688	802
32	Woodbine Devel Ctr	Woodbine	Definity G3si	15,873	851
33	Midstate Youth Corr	Wrightstown	Definity G31	113	134
34	Garden State Youth	Yardville	Definity G31	701	110
	<b>Totals</b>			<b>134,430</b>	<b>41,516</b>

**9.3 Exhibit – 2.C Key Systems**

	<b>AGENCY</b>	<b>LOCATION</b>	<b>TYPE</b>	<b>MESSAGE UNIT CALLS 1 Month Avg</b>	<b>TOLL CALLS 1 Month Avg</b>
1	Wharton State Forest	Batsto	Merlin	789	153
2	Belle Plain St Forest	Belle Plain	Merlin	402	105
3	Stokes State Park	Branchville	Merlin	Sprint	0
4	Cape May Point	Cape May	Partner	416	88
5	Central Regional Ofc	Clinton	Partner	Sprint	0
6	Northern F&W	Clinton	Merlin	Sprint	151
7	Spruce Run State Pk	Clinton	Merlin	Sprint	468
8	DYFS Metro ARC	Edison	Legend	1,245	2,481
9	Southern Parks Ofc	Egg Harbor City	Partner	348	95
10	Allaire State Park	Farmingdale	Merlin	501	188
11	DYFS Hunterdon	Flemington	Merlin	Sprint	390
12	Parks Shore Ofc	Freehold	Partner	465	136
13	Voorhees State Park	Glen Gardner	Spirit	Sprint	0
14	Forest Recources Ctr	Jackson	Spirit	680	95
15	Round Valley Rec	Lebanon	Partner	Sprint	0
16	Lebanon State Park	New Lisbon	Merlin	572	150
17	DYFS Sussex	Newton	Toshiba	Sprint	82
18	DYFS North Passaic	Patterson	Legend	3,861	1,068
19	Island Beach St Pk	Seaside Park	Merlin	341	146
20	Wildlife Mgmt Area	Sicklerville	Spirit	869	0
21	D&R Canal	Somerset	Partner	218	161
	<b>Totals</b>			<b>10,705</b>	<b>5,958</b>

**10 ATTACHMENTS, SUPPLEMENTS AND APPENDICES**

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

1. [Ownership Disclosure Form](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Subcontractor Set Aside Forms](#)

**APPENDICES**

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

10.1.1.1.1 = ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

**OWNERSHIP DISCLOSURE FORM**

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

**BID NUMBER: 04-X-00000**

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

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

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

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

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

**COMPLETE ALL QUESTIONS BELOW**

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

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

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

Company Name: \_\_\_\_\_ (Signature)  
 Address: \_\_\_\_\_ (Name)  
 \_\_\_\_\_ (Title)  
 FEIN/SSN#: \_\_\_\_\_  
 Date \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

10.1.1.1.2 ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT

<b>AFFIRMATIVE ACTION</b>	<b>TERM CONTRACT - ADVERTISED BID PROPOSAL</b>
DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	BID NUMBER: 04-X-00000  NAME OF BIDDER: _____

**SUPPLEMENT TO BID SPECIFICATIONS**

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

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

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

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

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

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

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

## IMPORTANT:

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

**Item 1** - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",  
or  
If your business is such that you have not, or will not receive a Federal Employer Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

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

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

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

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

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

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

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

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

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

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

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

Racial/Ethnic Groups will be so defined:

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

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

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

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

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

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

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

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

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

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



**State of New Jersey**

**AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

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

**SECTION A - COMPANY IDENTIFICATION**

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

**OFFICIAL USE ONLY**

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

**SECTION B - EMPLOYMENT DATA**

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

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

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

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

**SECTION C - SIGNATURE AND IDENTIFICATION**

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

**NOTICE TO ALL BIDDERS**  
**NOTICE OF INTENT TO SUBCONTRACT FORM**  
**SUBCONTRACTOR UTILIZATION PLAN FORM**

PROCEDURES FOR MINORITY-OWNED AND WOMAN-OWNED BUSINESS  
PARTICIPATION AS SUBCONTRACTORS

The contract(s) to be awarded as a result of this solicitation will include minority-owned and woman owned business subcontracting goals pursuant to NJAC 17:13-4.1(a) 2. Each bidder is required to make a good faith effort to meet the set-aside subcontracting goals of awarding seven percent (7%) and three percent (3%) respectively, of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission (Commerce)-certified or – Certifiable minority-owned and woman-owned businesses. 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 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:**

“New Jersey-based business” means a business that has its principal place of business located in the State of New Jersey.

“Minority-owned business” means a business that is independently owned and operated and at least 51 percent (51%) of which is owned and controlled by a person/persons who is/are African American, Latino or Asian American.

“Woman-owned business” means a business that is independently owned and operated and at least 51 percent (51%) of which is owned and controlled by a woman or women.

“Commerce-certified or –certifiable” means a business that meets the requirements and definitions of *minority-owned and/or woman-owned* business and has been certified as such or can become certified as such by Commerce. A certification document is issued by Commerce to certified businesses.

“Eligible” means a Commerce-certified or –certifiable minority-owned or woman-owned business that has its principal place of business located in the State of New Jersey.

**PROCEDURE:**

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

1. Attempt to locate eligible businesses appropriate to the solicitation;
2. Request a listing of minority-owned and woman-owned businesses from Commerce;
3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;

**PROCEDURE, continued:**

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 the subcontractor to use its name in response to the solicitation; and,
7. Maintain adequate records documenting efforts to meet the set-aside subcontracting goals.

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

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

1. A copy of Commerce's proof of certification for each minority-owned and /or woman-owned business proposed as a subcontractor, or proof that the business has applied for Commerce certification; and,
2. Documentation of the bidder's good faith effort to meet the goals of the set-aside subcontractor requirement in sufficient detail to permit the evaluation committee to effectively assess the bidder's effort to comply if the bidder has failed to attain the statutory goals.

The Division of Purchase and Property may review at any time the subcontracting efforts of the conforming bidders to determine if they have either achieved the set-aside subcontracting goal requirement or engaged in good faith efforts.

Bidders seeking eligible businesses and/or certification of minority-owned and/or woman-owned 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 REJECTING OF THE BID AS NON-RESPONSIVE.

<b>DPP Solicitation Number:</b>	<b>DPP Solicitation Title:</b>
<b>Bidder's Name and Address:</b>	

**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, 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 attaché to the **Plan** documentation of such efforts in accordance tith 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) <b>SUBCONTRACTOR UTILIZATION PLAN</b> (REFERENCED IN THE SOLICITATION TERMS AND CONDITIONS)	<b>DPP Solicitation No.:</b>
<b>NOTE:</b> If utilizing subcontractors, failure to submit this properly completed form will be sufficient cause for rejection of the bid.	<b>DPP Solicitation Title:</b>
<b>Bidder's Name and Address:</b>	<b>• Bidder's Telephone No.:</b> _____  <b>• Bidder's Contact Person:</b> _____

**INSTRUCTIONS:** List all businesses you intend to use as subcontractors. This form may be duplicated for extended lists.

SUBCONTRACTOR'S NAME, ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	CERTIFIED WITH NJ COMMERCE AND ECONOMIC GROWTH COMMISSION *				TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACT(S)
	MINORITY-OWNED		WOMAN-OWNED			
	YES	NO	YES	NO		

**\* For those Bidders listing Minority-Owned and Woman-Owned Subcontractors:** Attach copies of NJ Commerce & Economic Growth Commission Certification or application for Certification 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 accordance with NJAC 17:13-4 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)

**STATE OF NEW JERSEY**  
**STANDARD TERMS AND CONDITIONS**

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

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

- 1.1 **BUSINESS REGISTRATION** - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>
- 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

## 2. LIABILITIES

- 2.1 **LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 **INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 **INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEVV JERSEY  
Purchase Bureau - Bid Ref.#

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

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

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

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

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

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

- 3.1 **CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 **CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend an contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director s Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.
- 3.3 **BID AND PERFORMANCE SECURITY**

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
  - a. Issue an award notice for those offers accepted by the State;
  - b. Return all bond securities to those who have not been issued an award notice.

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

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

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

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

**3.5 TERMINATION OF CONTRACT**

- a. Change of Circumstances

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

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

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



- 3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.
- 3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES** - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.
- 3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1** permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.
- N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.
- N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.
- In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.
- 3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9** permits any college to participate in any term contract(s) that may be established as a result of this proposal.
- 3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60** permits any State College to participate in any term contract(s) that may be established as a result of this proposal.
- 3.11 SUBCONTRACTING OR ASSIGNMENT** - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.
- In the event the bidder proposes to subcontract for the services to be performed under .the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.
- Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.
- 3.12 MERGERS, ACQUISITIONS** - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.
- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
  - b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
  - c. Vendor Federal Employer Identification Number.
- The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.
- If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.
- 3.13 PERFORMANCE GUARANTEE OF BIDDER** - The bidder hereby certifies that:
- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

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

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

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

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

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

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

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

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

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

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

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

**4. TERMS RELATING TO PRICE QUOTATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.

b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

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

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

#### 10.1.1.1.5 APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE

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

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

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

