

# Request for Proposal 07-X-39389

## For: Shared Server Infrastructure Products And Services

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	June 7, 2007	5:00 PM
<b>Mandatory Pre-bid Conference</b> (Refer to <a href="#">RFP Section 1.3.4</a> for more information.)	June 5, 2007	11:00 AM
<b>Mandatory Site Visit</b> (Refer to <a href="#">RFP Section 1.3.3</a> for more information.)	June 5, 2007	10:00 AM
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	June 29, 2007	2:00 PM

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

<b>Small Business Set-Aside</b> (Refer to <a href="#">RFP Section 4.4.2.2</a> for more information.)	<b>Status</b> <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	<b>Category</b> <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III
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RFP Issued By

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

Using Agency/Agencies

State of New Jersey  
Office of Information Technology  
Cooperative Purchasing Members

Date: May 18, 2007

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of Office of Information Technology (OIT). The purpose of this RFP is to solicit bid proposals for server racks, associated products, installation and cabling services.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposals, conforming to this RFP is most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

During the course of this procurement, the State reserves the right to negotiate and/or request a Best and Final Offer in accordance with [Section 6.4](#).

The NJ Standard Terms & Conditions version 05 09 06 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

This RFP and the resulting contract is not intended to provide products and/or services contained in other State contracts. The State reserves the right to issue separate RFP's for any products and/or services covered by this RFP.

### **1.2 BACKGROUND**

As demands for hosting servers in the Shared IT Infrastructure continue to grow, the need for increase capacity has become a critical resource. Historically, the number of server racks purchased in a one year period has been approximately 20 racks.

This is a new procurement for equipment associated with server racking infrastructure. The State of New Jersey has aggressively implemented a Shared IT Infrastructure since 2001, in order to facilitate the hosting of services for constituents, business partners and employees.

As a result, today via the Internet, New Jersey entrepreneurs can register a business name incorporate their business, file taxes and wage reports, apply for environmental permits and report the handling of toxic chemicals. Citizens can shop at em@INewJersey (an on line shopping cart), purchase fishing license, reserve a location at a State Park and re-register their motor vehicles. Government employees can conduct business from remote facilities as though at their desks and local government officials are conducting secure business with the State via the Internet.

The Shared IT Infrastructure has become the enterprise standard for all non-mainframe system development, regardless of whether the intended audiences are Internet based constituents or internal State employees. Based on the Sun Java2 and Microsoft industry standards, the Shared IT Infrastructure is built consistent with architectures for enterprise application development as implemented by such private corporations as General Electric, Boeing, Major League Baseball, Dean Witter and e-Trade.

The Shared IT Infrastructure hosts the State's myNewJersey Portal which provides web content, online transactional services, security, identity and access management,

personalization, legacy (e.g. mainframe) application access and mail/calendar access to Internet based users.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

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

Bidders are not to contact OIT directly, in person, by telephone or by email, concerning this RFP.

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

#### **1.3.2 SUBMISSION OF BID PROPOSAL**

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

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

**Directions to the Purchase Bureau can be found at the following web address:**  
<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to [RFP.procedures@treas.state.nj.us](mailto:RFP.procedures@treas.state.nj.us). The Purchase Bureau will not respond to substantive questions related to the RFP or any contract.

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

#### **1.3.3 MANDATORY SITE VISIT**

A Mandatory Site Visit will be held at 10:00 am. EST on June 5, 2007. The purpose of the site visit is to provide an opportunity for potential bidders to view the current environmental and installed hardware.

The mandatory site visit will be conducted at:

State of New Jersey  
OIT HUB Facility  
1 Schwarzkopf Drive  
West Trenton, NJ 08625

**Directions to the location of the Site Visit:**

**From Route 1 and North:**

- Take I-295 North (becomes I-95 South)
- Take Exit 2, bear right on ramp
- Follow Bear Tavern Road to first traffic light
- Turn right onto Upper Ferry Road
- Turn right onto State Police HQ driveway (Cozy Road) and follow to guard shack
- Turn right for HUB – bldg. is on the top of the hill at the end of the road

**From Pennsylvania and South:**

- Take New Jersey Exit 1 (immediately at the end of the Delaware River Bridge on I-95 North)
- Follow signs to Route 29 South/Trenton
- Turn left at the first traffic light onto Upper Ferry Road
- Turn left onto State Police HQ driveway (Cozy Road) and follow to guard shack
- Turn right for HUB – bldg. is on the top of the hill at the end of the road

**1.3.4 MANDATORY PRE-BID CONFERENCE**

The Mandatory Pre-Bid Conference will be held immediately following the Mandatory Site Visit on June 5, 2007. The purpose of the pre-bid conference is to provide a structured and formal opportunity for the State to accept questions from bidders regarding this RFP. It should be noted that all bidder's inquiries resulting from this conference will be formalized as an addendum to this RFP and posted on the Purchase Bureau's website so that all bidders will have equal access to the information.

The Mandatory Pre-Bid Conference will be held at:

State of New Jersey  
OIT HUB Facility  
1 Schwarzkopf Drive  
West Trenton, NJ 08625

**PLEASE NOTE:** Attendance at this pre-bid conference is **MANDATORY**. Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference. Each bidder attending the conference is limited to two (2) attendees per bidder. Each attendee will be required to provide proof of the firm she/he represents.

## **1.4 ADDITIONAL INFORMATION**

### **1.4.1 ADDENDA: REVISIONS TO THIS RFP**

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

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

<http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>.

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

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

### **1.4.2 BIDDER RESPONSIBILITY**

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

### **1.4.3 COST LIABILITY**

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

### **1.4.4 CONTENTS OF BID PROPOSAL**

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

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



All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

#### **1.4.5 BID OPENING**

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

#### **1.4.6 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 shall preclude a contract award from being made to the bidder.

#### **1.4.7 BID ERRORS**

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

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

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. Some of the factors that may be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

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

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

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

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other

than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

#### **1.4.8 JOINT VENTURE**

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

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

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

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

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

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

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

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

**Contractor** – The bidder awarded a contract resulting from this RFP. Also referred to as the Implementation Contractor.

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

**Division** – The Division of Purchase and Property

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

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

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

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

**OIT** – Office of Information Technology

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

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

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

**Should** – Denotes that which is recommended, not mandatory.

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

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

**State** – State of New Jersey.

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

**Task** – A discrete unit of work to be performed.

## **2.2 CONTRACT SPECIFIC DEFINITIONS**

**Catalog** – A bidder's price list.

**Dongle** – A device that attaches the keyboard, monitor and mouse to the KVM switch.

**ElectroMagnetic Transmission (EMT)** – An electrical disturbance that interferes with the normal operation of electronic equipment.

**KVM – Keyboard/Video/Mouse** – An infrastructure that gives the ability to access many servers through a central console, both locally and remotely.

**Local Area Network (LAN)** – A group of computers and associated devices that share a common communications line or wireless link.

**Power Distribution Unit (PDU)** – An electrical device used to control the distribution of power to individual loads. It supplies electrical connectivity for multiple servers in an enclosure and provides for surge protection.

**Patch Panel** – A mounted hardware unit containing an assembly of port locations in a communications or other electronic or electrical system. In a network, it serves as a type of static switchboard, using cables to interconnect computers within the area of a (LAN) and to the outside for connection to the Internet or other (WAN). It uses a type of jumper cable device called a patch cord to create each interconnection.

**Rack** – A frame that provides a means for mounting a server.

**Radio Frequency Interference (RFI)** – Interference of a frequency within the electromagnetic spectrum associated with radio wave propagation. Radio frequency interference impedes optimal operations and must be reduced.

**Return Merchandize Authorization (RMA)** – The authorization agency must receive when returning an item.

**Simple Network Management Protocol (SNMP)** – A set of protocols for managing complex networks.

**SMC** – System Manufacturing Corporation.

**Wide Area Network (WAN)** – A geographically dispersed telecommunications network. The term distinguishes a broader telecommunication structure from a local area network.

### **3.0 SCOPE OF WORK**

The contractor shall supply server racks, software, equipment, associated products, installation and cabling services. At the present time, the State intends to install products procured through this contract; however, the need may arise in the future to request that the contractor provide setup, installation, cabling, and environmental monitoring services.

### **3.1 DESCRIPTION OF DESIRED SITUATION**

All products provided under this contract must be new manufacture and meet the following specifications. No re-used or re-manufactured products will be accepted:

#### **3.1.1 SERVER RACKS**

- a. The contractor must provide SMC Racks, or functional equivalent which must have two (2) feet separation of high voltage power and data cables to avoid EMT and RFI.
- b. The contractor must provide SMC Racks, or functional equivalent which must have dual rear channels, 8" and 6", so up to four (4) vertical 208v PDU's can be mounted outside of the "U" space on one side of the enclosure and run the high density data cables in gated D-Rings down the other side of the enclosure.
- c. The contractor must provide SMC Racks, or functional equivalent which must provide for complete separation of CAT5E cabling to be run outside of the U space down into the cable trays in the raised floor.

#### **3.1.2 PATCH NETWORK**

- a. The contractor must provide a patch network consisting of separate 24 port CAT5E patch panels to the State's three (3) network tiers from a row of server racks.
- b. The patch panels must be wired with 25 pair amphenol connectors.
- c. The 25 pair cables must be run back to a pair of 30" wide enclosures for patch cross-connects to the three (3) networks tiered switches.
- d. The 30" wide enclosures must have gated cable ring managers to organize the bulk cabling outside of the "U" space.
- e. Bulk cabling must run in a 24" wide by 24" long by 6" high (24"Wx24"Lx6"H) basket-style tray under the raised floor tile that can be installed by only having to lift each tile the tray is installed under.

#### **3.1.3 ENVIRONMENTAL MONITORING HARDWARE**

The contractor must, if required by the State of New Jersey, integrate a RackWatch, or functional equivalent, environmental monitoring system into the high-density server racks to provide both local and remote monitoring of the temperature and power.

- a. The system must monitor amp current of two (2) 24 outlet 208V PDUs provided in each rack and provide both warning and alert signals both locally at the rack with SNMP remote alerts and monitoring provided through a web browser based software.
- b. The monitoring unit must monitor temperature at a minimum of three (3) points per rack, one

at the intake and two monitoring server exhaust levels at the base and top rear of the rack.

- c. The monitoring unit must display the amp currents of the rack PDUs and temperature on the outside of each enclosure and provide warning and alert signals on the outside of the enclosure

**3.1.4 KVM SYSTEM**

The contractor must provide Avocent equipment and software that will be integrated with the State’s existing KVM infrastructure.

**3.1.5 SETUP / INSTALLATION / CABLING SERVICES**

If required by, and at the option of, the State, the contractor must provide installation services for the equipment resulting from this RFP including:

- **Installation Services**  
Complete cabinet assembly, including rack positioning, electrical connections and testing of the environmental monitoring system.
- **KVM Cabling Services**  
CAT5E cable installation from Avocent equipment to main Avocent switch.
- **Patch Panel Cabling Services**  
CAT5E cable installation from patch panel in the rack to patch panel in the central cabinet as well as CAT5E cable run from DSR to AMX5000.

These services shall require the contractor to unpack the new products, install the new hardware in the location designated by OIT and remove all old hardware to a designated area within the same facility. The contractor must also remove all boxes and packing materials after the installation has been completed to an appropriate offsite facility or receptacle provided by the contractor.

**3.2 SAMPLE LIST OF REQUIRED HARDWARE FOR ONE (1) RACK**

The required hardware for one (1) rack shall include, but not be limited to the following:

<b><u>QTY</u></b>	<b><u>DESCRIPTION</u></b>
1	Rack XKW Standard Open-sided Frame, All welded open-sided frame 42U capacity, Include 4" cable pass thru holes in all uprights & top. Inside dimensions: 21"W x 73.5"H x 34.25"D. Outside dimensions: 24"W x 81.5"H x 36"D. 3 grommetted cutout openings in base. Hardware installed for option of rubber base leveler pads with slotted heads. Side frame posts has 19" rackmount on side flanges. Weight Capacity (static load) 3000.00 lbs
1	6" extension frame for power & data separation
1	Set of 4 - 42U numerically labeled square hole rail for XKW, black powder coat
50	10/32 Cage Nut & Screw
2	XKW Concave Full Mesh Door, Single panel flush mounted door, Includes two bullet hinges, Dirack Swing handle and lock
1	Solid hinged and removable side panel, locking for 36" w/ 6" Ext. 42U frame
1	Mesh Top Panel for 24"w x 36"d Ultimate Core / XKW Frame, Includes 4 ea. 3.5" round cable cut-outs, with caps and grommet
1	XKW Levelers (4/Set)

1	Caster kit for single wide frame
1	70" Velcro cable mgmt with 10 Velcro loops
1	Overhead Cable Trough for Ultimate Core/XKW; 5"w x 5"h x 23.8"L, Includes 2 3.5" round cut-puts to match frame opening
2	24-outlet vertical PDU, 24 IEC C13 outlets, 208V/30A input with L6-30P input plug
1	RackWatch, or functional equivalent, Intelligent Environmental Monitoring System, includes TCP/IP with SNMP, desktop software & remote display drivers, includes base digital display & sensor pack
1	RackWatch, or functional equivalent, 1U Rack Mount Digital Display, displays power draw, temp. audible alarm
1	RackWatch, or functional equivalent, Sensor pack w/ 3 temperature probes & 2 power adapters
1	RackWatch, or functional equivalent, Harness Assy. Connects remotes to RW2000 masters up to 3 per master
1	Avocent DSR4020 16 port KVM CAT5 connections w/ 4 Users Access over IP & Local User w/ Oscar GUI Interface, 19" Rack Mount 1U
1	Avocent DSR4020 1 Year Extended Plus Warranty, upgrades support & advanced exchange of product for all 3 years
1	DS Series Server Interface module VGA, USB Keyboard & Mouse to RJ45
1	DS Series Interface module for VT100 Serial Devices to RJ45
1	Power Supply, Cord and (4) Output Cables To support (4) DSRIQ-SRL
1	10' 8-wire reversing modular cable
1	25' 8-wire reversing modular cable
1	24-port patch panel. Also includes 1U managers for both sides
1	Hourly rate for installation services

### **3.3 STATE OF NEW JERSEY SHARED IT ARCHITECTURE**

The State of New Jersey Office of Information Technology has issued a "Shared IT Architecture" document, which can be viewed at [www.nj.gov/it/swit/ps/it\\_architecture.pdf](http://www.nj.gov/it/swit/ps/it_architecture.pdf)

### **3.4 SERVICE REQUIREMENTS**

Services available under this contract are limited to setup, cabling, installation, and environmental monitoring as deemed necessary by the State of New Jersey. The contractor is responsible for accepting and responding to all warranty and technical support and shall be the sole point of contact. The services contained in this contract must be completed as jointly agreed upon by OIT and the contractor, pursuant to the price quotation and/or OIT purchase order.

#### **3.4.1 WARRANTY**

The contractor shall provide replacement of defective parts and full warranty for parts and labor for all items purchased under this contract. All equipment must operate in accordance with the manufacturer's standard specifications and documentation with a warranty for a minimum of one (1) year. The contractor may propose extended warranty options beyond one (1) year.

The warranty period will commence upon the date the procured hardware is installed and operating. The date of installation shall be no later than ninety (90) calendar days after the hardware is delivered. If OIT fails to notify the contractor of the installation/operation date, then the warranty shall automatically begin at the conclusion of the delivery date plus 90 day time



period. If, during the warranty period, the product is defective, the contractor must pay all shipping charges.

Any part and/or unit that is deemed defective must be replaced by the contractor as soon as possible with no additional cost to OIT.

### **3.5 CONTRACTOR PERSONNEL**

All contractor personnel must comply with all applicable State of New Jersey policies while onsite in any State-owned or occupied facility. At OIT's request, contractor personnel may be asked for identification before being granted access to the facility. Failure to comply could result in the contractor being asked to leave the premises.

While on State property the contractor shall warrant that all persons assigned by it to the performance of the contract shall be employees of the contractor and are fully qualified to perform the required work. The contractor or their personnel must not represent themselves as employees of the State.

The State reserves the sole right and responsibility to accept or reject the contractor's staff assigned to the contract, to accept or reject any proposed changes in staff, or to require the removal or reassignment of any subcontractor employee found unacceptable by the State.

### **3.6 SHIPPING AND HANDLING**

All shipments made under the terms of this contract shall be Free on Board (FOB) to the location identified on the purchase order. Deliveries shall be made to the appropriate location during business hours (8:00 a.m. to 5:00 p.m. EST, Monday through Friday, excluding holidays) on regular business days unless other arrangements have been made with OIT. The State expects that all items purchased will be shipped within thirty (30) calendar days after the order is received, unless the item is on backorder. The contractor must provide shipping tracking information to allow the State to identify the status of orders during the shipping process.

Product backorders shall be communicated to OIT at the time the purchase is confirmed. All backorders must be filled and shipped promptly upon receipt of inventory. Orders shall include all shipping and handling charges for standard ground transportation delivery in the pricing of equipment. No additional freight charges will be paid by the Using Agencies over the contract price unless specifically requested by OIT. In this case, OIT must provide the contractor with the expedited delivery contract number when requesting transportation other than standard ground.

#### **3.6.1 ADDITIONS, SUBSTITUTIONS, DELETIONS**

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

1. The request must be submitted, in writing, to the buyer assigned at the Purchase Bureau, 33 West State Street, P.O. Box 230, Trenton, NJ 08625-0230. An original and two (2) exact copies must be submitted.
2. The equipment will be considered for addition to the contract at the introduction price less the discount bid.
3. The request must be for equipment from the same manufacturer lines originally awarded.

4. The written request will be reviewed by the Division of Purchase and Property and OIT.
5. The written submission for additions or substitutions must include a detailed description of the product and/or service with the page and line item number identified in the original contract for which the product/service will be substituted, as applicable.
6. All requests must be approved in writing by the Division of Purchase and Property before being offered to OIT.

### **3.6.2 RETURNS**

#### **3.6.2.1 PRODUCT DEFECT**

If a product must be returned during the warranty period due to a defect, malfunction or dead on arrival, the contractor shall pay the shipping charges.

#### **3.6.2.2 AGENCY ERROR**

If OIT must return a product due to agency error, then OIT must use the following procedure to ensure that it receives full credit from the contractor. Products must be in resalable condition, in the manufacturer's box. If OIT follows the below set forth procedure, the contractor shall provide a full credit to OIT's account without the imposition of a restocking fee.

OIT shall:

- a. Call the contractor to obtain an RMA number;
- b. Write the RMA number on the shipping label or packing slip;
- c. Place the product in a shipping carton and attach the mailing label or packing slip on the shipping carton;
- d. Mail the product to the address provided by the contractor, using a shipping agency that can track and insure the package;
- e. All returns must be shipped to the contractor's designated facility within thirty (30) calendar days after receipt of product;
- f. Return shipping shall be paid for by OIT, utilizing existing State contracts and processes.

#### **3.6.3 AUTHORIZED DEALER/DISTRIBUTOR**

The contractor shall be a direct authorized dealer or distributor of the manufacturer of the products, which it proposes to furnish. An authorized distributor may sell the products to an authorized dealer. If the authorized dealer is using a catalog/price list supplied by an authorized distributor of the manufacturer, the authorized dealer must include in its proposal a letter from the manufacturer that the authorized distributor may sell the manufacturer's products to the dealer for purposes of the state contract. The State reserves the right to request proof of contractor's status at any time. Failure to provide the required certification may result in rejection of the bid proposal or termination of the contract.

#### **3.6.4 NEW PRODUCTS**

Contractors may submit for approval, via written request, new products to keep pace with technology and changes in information technology. Contractors may propose any new product that has come into production after contract award, has the same functional purpose and a demonstrable nexus to the products offered under this contract. The product will be considered for addition to and/or replacement of a product offered under the contract. Such written request

shall include the specifications for the new product evidencing that the new product serves the same functional purpose or has a nexus to a product under contract.

All proposed additions or replacement are subject to a review and written acceptance by the Purchase Bureau. Any product submitted for approval must be of the same manufacturer originally awarded and correspond to the awarded price line. The sale of new product, accepted in writing by the Director, shall be governed by the terms of the contract.

## **4.0 BID PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

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

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

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 provide. 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.

The bidder is instructed to clearly identify any requirements of this RFP that the bidder cannot satisfy.

### **4.2 BID 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 signatory page at <http://www.state.nj.us/treasury/purchase/bid/summary/07x39389.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

### **4.3 NUMBER OF BID PROPOSAL COPIES**

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **six (6) copies full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

In addition, the bidder should submit **two (2) full, complete, and exact ELECTRONIC copies** of the original proposal in PDF file format to be viewable and "read only" by the State evaluators using Adobe Acrobat Reader software on compact disc (CD). **The bidder should also submit one (1) full, complete, and exact ELECTRONIC copy of the original proposal in an editable and "writable" PDF file format on CD for redaction.**

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

## **4.4 BID PROPOSAL CONTENT**

The bid proposal should be submitted in one volume and that volume divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 - Forms (Section 4.4.1 - 4.4.3.)
- Section 2 - Technical Proposal (Section 4.4.4)
- Section 3 - Organizational Support and Experience (Section 4.4.5)
- Section 4 - Cost Proposal (Section 4.4.6)

### **4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL**

#### **4.4.1.1 SIGNATORY PAGE**

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x39389.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

#### **4.4.1.2 OWNERSHIP DISCLOSURE FORM**

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x39389.shtml>.

#### **4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x39389.shtml>.

#### **4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM**

All bidders shall complete the attached Notice of Intent to Subcontract Form at <http://www.state.nj.us/treasury/purchase/bid/summary/07x39389.shtml> to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/07x39389.shtml>.

#### **4.4.1.5 SUBCONTRACTOR UTILIZATION FORM**

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/07x39389.shtml> must be completed and submitted with the bid proposal.

#### **4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL**

##### **4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE**

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to [www.nj.gov/njbgs](http://www.nj.gov/njbgs) to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x39389.shtml>.

##### **4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS – NOT APPLICABLE TO THIS PROCUREMENT**

#### **4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.**

##### **4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION**

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/07x39389.shtml>.

##### **4.4.3.2 AFFIRMATIVE ACTION**

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/07x39389.shtml>.

##### **4.4.3.3 SERVICES SOURCE DISCLOSURE FORM**

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. The Services Source Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x39389.shtml>. Refer to section 7.1.2 of this RFP.

#### **4.4.4 TECHNICAL PROPOSAL**

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

##### **4.4.4.1 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 provide the equipment and services. 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 requirements are strongly discouraged, as it does not provide insight into the bidder's ability to provide the equipment and services. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

##### **4.4.4.2 CONTRACT MANAGEMENT**

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory provision of the equipment and services. 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.

##### **4.4.4.3 CONTRACT SCHEDULE – NOT APPLICABLE TO THIS PROCUREMENT**

##### **4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN – NOT APPLICABLE TO THIS PROCUREMENT**

##### **4.4.4.5 POTENTIAL PROBLEMS**

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

##### **4.4.4.6 TECHNICAL REQUIREMENTS**

The bidder must document that it can meet the technical requirements of this RFP. Each response in the proposal to a mandatory item in the RFP must contain clear language that states full compliance. If a mandatory requirement permits the bidder an option as to a method of satisfying the requirement, the proposal must provide at least one method to satisfy the condition but it may also provide additional options that meet the requirement. Each option should be clearly identified and priced.

###### **4.4.4.6.1 SERVER RACK INFORMATION**

The bidder must identify the product catalog that will be used for the supply of all equipment under the contract resulting from this RFP. The bidder shall supply five (5) complete copies of this catalog with their bid submission.

The bidder must also describe how their rack system accomplishes the requirements identified in the scope of work of this RFP. If the bidder is proposing a “functional equivalent”, this information must demonstrate the proposed manufacturer’s brand’s comparability to SMC equipment and its ability to integrate with the State’s installed base. The State reserves the right to make a final determination regarding “functional equivalent”.

#### **4.4.4.6.2 PATCH NETWORK INFORMATION**

The bidder must describe how their patch network proposal accomplishes the requirements in the Scope of Work of this RFP.

#### **4.4.4.6.3 ENVIRONMENTAL MONITORING INFORMATION**

The bidder must describe how it will integrate an environmental monitoring system into the high-density server racks to provide both local and remote monitoring of the temperature and power. If the bidder is proposing a “functional equivalent,” this information must demonstrate the proposed manufacturer’s brand’s comparability to RackWatch equipment and its ability to integrate with the State’s installed base. The State reserves the right to make a final determination regarding “functional equivalents”.

#### **4.4.4.6.4 SETUP/ INSTALLATION / MONITORING SERVICES**

The bidder must describe its ability to provide the required equipment installation, cabling and monitoring as described in Section 3.1.5.

#### **4.4.4.6.5 PRICE LIST**

Bidders must provide the manufacturer’s most current equipment price list which is in effect as of the bid opening date for each line item bid. For computer price list supplied by the manufacturer prior to the bid opening, price lists must contain dates within thirty days of the bid opening date.

#### **4.4.4.6.6 DESCRIPTIVE LITERATURE**

If the item offered is other than that specified, bidder must submit complete descriptive literature containing sufficient specifications for the State to ascertain if the offering meets the requirements of the RFP. Without the information the State may reject the bidder’s proposal. All items are as specified or functional equivalent.

#### **4.4.4.6.7 AUTHORIZED DISTRIBUTOR**

If the authorized dealer is using a catalog/price list supplied by an authorized distributor of the manufacturer, the authorized dealer must include in its proposal a letter from the manufacturer that the authorized distributor may sell the manufacturer’s products to the dealer for purposes of the State contract.

#### **4.4.5 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.



#### **4.4.5.1 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.

#### **4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC) – NOT APPLICABLE TO THIS PROCUREMENT**

#### **4.4.5.3 RESUMES – NOT APPLICABLE TO THIS PROCUREMENT**

#### **4.4.5.4 BACKUP STAFF – NOT APPLICABLE TO THIS PROCUREMENT**

#### **4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM) – NOT APPLICABLE TO THIS PROCUREMENT**

#### **4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE**

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

#### **4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER**

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

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

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

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

#### **4.4.5.8 SUBCONTRACTOR(S)**

**All bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce, Economic Growth & Tourism Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – \$1 to \$500,000; Category II - \$500,001 to \$5,000,000; Category III - \$5,000,001 to \$12,000,000.

Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.

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

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

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

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

#### **4.4.6 PRICE SCHEDULE**

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) accompanying this RFP. Failure to submit all information required will result in the bid being considered non-responsive. The price schedule is attached to this RFP.

Each bidder must hold its prices firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process. The Hourly Rates given on the Price Sheet are required to be all-inclusive.

Bidders must bid all lines in order to be considered for an award.

A. Bidder must submit their discounts on the Price Sheet provided. Bidders must submit the Manufacturer's Price List for the items to which the discount will be applied.

- B. Bidders are to submit pricing for installation of equipment. Price lines have been included for hourly rates for installation services to include straight time and overtime rates.
- C. Bidders are to submit pricing for KVM cabling services. Price lines have been included for hourly rates for installation services to include straight time and overtime rates.
- D. Bidders are to submit pricing for patch panel cabling. Price lines have been included for hourly rates for patch panel cabling services to include straight time and overtime rates.
- E. The hourly rates given on the Price Sheet must be all-inclusive.
- F. Bidders are to provide for extended warranty options. Price lines have been included on the Price Sheet.

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x39389.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 05 09 06, and any Addendum to this RFP, the Addendum shall govern.

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

### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of **two (2) years**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/07x39389.shtml>. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

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

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

### **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than sixty (60) days beyond the expiration date of the contract.

### **5.4 CONTRACT AMENDMENT**

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

## **5.5 CONTRACTOR RESPONSIBILITIES**

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

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

## **5.6 SUBSTITUTION OF STAFF**

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 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.

## **5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)**

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage.

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

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

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

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

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

### **5.8 OWNERSHIP OF MATERIAL**

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

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

### **5.9 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.

### **5.10 NEWS RELEASES**

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

### **5.11 ADVERTISING**

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

### **5.12 LICENSES AND PERMITS**

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

### **5.13 CLAIMS AND REMEDIES**

#### **5.13.1 CLAIMS**

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

#### **5.13.2 REMEDIES**

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

#### **5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

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

### **5.14 LATE DELIVERY**

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

If the contractor cannot meet the contract completion date for any task or subtask required to be completed by a date certain, the contractor shall be liable to the State to the sum of \$1,000.00 per workday that such task, subtask or work remains incomplete following its contractually agreed upon completion date. Such sum shall be treated as liquidated damages and not as penalty.

### **5.15 RETAINAGE – NOT APPLICABLE TO THIS PROCUREMENT**

#### **5.16 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 Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

#### **5.17 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.

#### **5.18 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.

#### **5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)**

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

#### **5.20 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 price schedule 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 price schedule 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 OIT, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

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

#### **5.21 FORM OF COMPENSATION AND PAYMENT**

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x39389.shtml>. The contractor must submit official State invoice forms to OIT 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.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

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

#### **5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD**

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

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

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

## **5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 05 09 06**

NJ Standard Terms and Conditions version 05 09 06 are located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/07x39389.shtml>.

### **5.22.1 PATENT AND COPYRIGHT INDEMNITY**

Section 2.1 of the NJ Standard Terms and Conditions version 05 09 06 is deleted and replaced with the following:

#### **2.1 Patent and Copyright Indemnity**

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

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

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

### **5.22.2 INDEMNIFICATION**

Section 2.2 of the NJ Standard Terms and Conditions version 05 09 06, is deleted and replaced with the following:

#### **2.2 Indemnification**

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

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06.

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

### **5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE**

Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d) Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$500,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

### **5.23 CONTRACT ACTIVITY REPORT**

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x39389.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

## **6.0 PROPOSAL EVALUATION**

### **6.1 PROPOSAL EVALUATION COMMITTEE**

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

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

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

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

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

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal.

The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.3 EVALUATION CRITERIA**

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

#### **6.3.1 TECHNICAL EVALUATION CRITERIA**

- A) Compatibility between the State's installed based equipment and bidder's proposed equipment.
- B) The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- C) The overall ability of the bidder to undertake and successfully provide equipment and services as required by this contract.

### **6.3.2 BIDDER'S PRICE SCHEDULE**

For evaluation purposes, bidders will be ranked according to a cost model that will take into consideration the discounts/prices bid on Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/07x39389.shtml>

### **6.3.3 BID DISCREPANCIES**

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

### **6.3.4 EVALUATION OF THE BID PROPOSALS**

The Evaluation Committee will complete its evaluation and recommend to the Director for award the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process.

### **6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)**

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s)

whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

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

## **7.0 CONTRACT AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

#### **7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

##### **7.1.1.1 DEFINITIONS**

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person's spouse or child, residing in the same household.

##### **7.1.1.2 BREACH OF TERMS OF THE LEGISLATION**

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

### **7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS**

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

### **7.1.1.4 STATE TREASURER REVIEW**

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

### **7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271**

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).



## **7.1.2 SOURCE DISCLOSURE REQUIREMENTS**

### **7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2**

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

### **7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS**

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x39389.shtml>.

**FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.**

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

### **7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129**

**A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.**

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 05 09 06 of the RFP, unless previously approved by the Director and the Treasurer.

## **7.2 FINAL CONTRACT AWARD**

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

## **7.3 INSURANCE CERTIFICATES**

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

## **7.4 PERFORMANCE BOND – NOT APPLICABLE TO THIS PROCUREMENT**



## **8.0 CONTRACT ADMINISTRATION**

### **8.1 CONTRACT MANAGER**

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

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

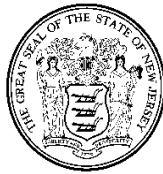
#### **8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

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

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

#### **8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER**

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.



# State of New Jersey

DEPARTMENT OF THE TREASURY

DIVISION OF PURCHASE AND PROPERTY

PURCHASE BUREAU

P.O. BOX 230

TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
*Governor*

BRADLEY I. ABELOW  
*State Treasurer*

June 14, 2007

To: All Interested Bidders

**Re: RFP # 07-X-39389**  
**SHARED SERVER INFRASTRUCTURE**  
**PRODUCTS AND SERVICES**

Bid Due Date: **June 29, 2006** (2:00 p.m.)

## **ADDENDUM #1**

The following constitutes Addendum #1 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP.

Attachment 1: List of attendees at the Mandatory Site and Bid Conference.

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

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

**PART 1**

**SHARED SERVER INFRASTRUCTURE  
PRODUCTS AND SERVICES**

**Bid Number 07-X-39389**

**Answers to Questions**

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

#	Page #	RFP Section Reference	Question	Answer
1	24	4.4.4.6.5 Price List	RFP Section 4.4.4.6.5 refers to "Computer Price List". Is this an error?	See Revision 5 to the RFP in Part 2 of this Addendum.
2	26	4.4.6 Price Schedule	The Price Sheet (EXCEL) refers to "Unit Price", but the RFP appears to be requesting product line discounts in Section 4.4.6 (A). Can you clarify?	See Revision 1 to the RFP in Part 2 of this Addendum.
3			For each Line, can we submit multiple manufacturers? Specifically related to Line 00001 (Rack), 00003 (Environmental Monitoring), and 00004 (Patch Panel), the RFP appears to be encouraging "equivalent" alternatives to the specified brand(s).	Bidder is to propose a manufacturer for each line number.
4			How many awards does the State intend to make? Will the awards be per line? RFP Section 1.1 implies a sole award for the entire bid, but RFP Sections 6, 7, & 8 imply the potential for multiple awardees. Please clarify.	The State intends to award to one vendor. See Revisions 2 and 3 to the RFP in Part 2 of this Addendum.
5			Lines 00011, 00012 and 00013 ask for "LOT" pricing for extended warranty. RFP Section 3.4.1 doesn't explain in sufficient detail how warranty pricing is to be provided. Extended warranty pricing is often variably priced based on the unit chose and the level of coverage (i.e. same day repair, 24x7 coverage, etc...). Additional information and pricing flexibility is required in order to submit extended warranty pricing across all 4 product segments (Lines 00001 thru 00004).	Bidders are allowed to propose extended warranty as per Section 3.4.1.  Schedules A, B and C have been added to the RFP for bidders to provide pricing for extended warranty. See Revision 4 to the RFP in Part 2 of this Addendum.  Lot is a general term used when procuring an unspecified amount.
6			Can distributors just bid the products listed on this RFP, or do we have to provide for installation?	The State intends to award all line items to one vendor.

**PART 2**

**SHARED SERVER INFRASTRUCTURE  
PRODUCTS AND SERVICES  
Bid Number 07-X-39389**

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1		Price Sheet	The Price Sheet has been revised, see attached. Discounts off the Manufacturers Price List are to be submitted for Price Lines 00001 through 00004.
2	37	6.3.4 Evaluation of the Bid Proposals	The first sentence of this section is revised as follows:  The Evaluation Committee will complete its evaluation and recommend to the Director for award the responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.
3	41	7.2 Final Contract Award	The first sentence is revised as follows:  Contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP is most advantageous to the State, price and other factors considered.
4	27	4.4.6 Price Schedule	The following is added to Paragraph F:  Schedules A, B, and C have been added to this RFP in order for bidders to submit their pricing for extended warranty. In addition price lines 00011, 00012, and 00013 have been modified to advise bidders that pricing can be submitted on Schedules A through C.  The following paragraph is added to this Section:  G. Bidders are to submit pricing for the cutting and installation of floor tiles. See price line 00014 which has been added to the price sheet.
5	24	4.4.4.6.5 Price List	Delete the second sentence.
6	15	3.1.5 Setup/ Installation/ Cabling Services	The following bullet is added to this section: <ul style="list-style-type: none"><li>○ <b><u>Tile Floor Cutting Services</u></b> Cutting and Installation of floor tiles.</li></ul>
7		Attachment 1	Attachment 1 is made part of this RFP. Attachment 1 contains a list of attendees at the Mandatory Bidder's Conference.

# PRICE SHEET - REVISED

PRICE SHEET		TERM CONTRACT - ADVERTISED BID ROPOSAL			
<b>DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE STREET 8<sup>TH</sup> FL P.O. BOX 230 TRENTON, NEW JERSEY 08625</b>		NUMBER: 07-X-39389 T-NUMBER: T- 2530			
LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	DISCOUNT	N/A
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: 822034 / S043 OFFICE OF INFORMATION TECHNOLOGY OIT 300 RIVERVIEW P.O. BOX 212 TRENTON NJ 08625-0212				
00001	COMMODITY CODE: 204-10-070913 [CABINETS AND CASES: DESKTOP CASES...] ----- ITEM DESCRIPTION: SERVER RACKS PER SPECIFICATIONS, X-39389  BIDDER TO PROVIDE THE FOLLOWING: BRAND: _____  PRICE LIST: _____	1	PCNT	_____	_____
00002	COMMODITY CODE: 204-10-070914 [NETWORK COMPONENTS: ADAPTER CARDS...] ----- ITEM DESCRIPTION: AVOCENT  BIDDER TO PROVIDE THE FOLLOWING: BRAND: _____  PRICE LIST: _____	1	PCNT	_____	_____
00003	COMMODITY CODE: 204-10-070916 [SYSTEMS ENVIRONMENTAL MONITOR FOR...] ----- ITEM DESCRIPTION: ENVIRONMENTAL MONITORING HARDWARE PER SPECIFICATIONS  BIDDER TO PROVIDE THE FOLLOWING: BRAND: _____  PRICE LIST: _____	1	PCNT	_____	_____
00004	COMMODITY CODE: 204-10-070915 [NETWORK COMPONENTS: ADAPTER CARDS...] ----- ITEM DESCRIPTION: PATCH PANEL PER SPECIFICATIONS  BIDDER TO PROVIDE THE FOLLOWING: BRAND: _____  PRICE LIST: _____	1	PCNT	_____	_____

LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	PRICE	N/A
00005	COMMODITY CODE: 204-10-070920 [INSTALLATION OF COMPUTERS, PERIPHERALS...] ----- ITEM DESCRIPTION: PATCH PANEL CABLING SERVICES  STRAIGHT TIME: MONDAY THROUGH FRIDAY 8:00 AM to 5:00 PM ALL-INCLUSIVE HOURLY RATES	1	HOUR	_____	_____
00006	COMMODITY CODE: 204-10-070921 [INSTALLATION OF COMPUTERS, PERIPHERALS...] ----- ITEM DESCRIPTION: PATCH PANEL CABLING SERVICES  OVERTIME: MONDAY THROUGH FRIDAY 5:00 AM to 7:59 AM ALL-INCLUSIVE HOURLY RATES	1	HOUR	_____	_____



PRICE SHEET		TERM CONTRACT – ADVERTISED BID ROPOSAL			
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE STREET 8TH FL P.O. BOX 230 TRENTON, NEW JERSEY 08625		NUMBER: 07-X-39389 T-NUMBER: T- 2530			
LINE NO	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	PRICE	N/A
00007	COMMODITY CODE: 204-10-070922 [INSTALLATION OF COMPUTERS, PERIPHERALS...] ----- ITEM DESCRIPTION: KVM CABLING SERVICES  STRAIGHT TIME: MONDAY THROUGH FRIDAY 8:00 AM to 5:00 PM ALL-INCLUSIVE HOURLY RATES	1	HOUR	_____	_____
00008	COMMODITY CODE: 204-10-070923 [INSTALLATION OF COMPUTERS, PERIPHERALS...] ----- ITEM DESCRIPTION: KVM CABLING SERVICES  OVER TIME: MONDAY THROUGH FRIDAY 5:00 PM to 7:59 AM ALL-INCLUSIVE HOURLY RATES	1	HOUR	_____	_____
00009	COMMODITY CODE: 204-10-070924 [INSTALLATION OF COMPUTERS, PERIPHERALS...] ----- ITEM DESCRIPTION: INSTALLATION SERVICES  STRAIGHT TIME: MONDAY THROUGH FRIDAY 8:00 AM to 5:00 PM ALL-INCLUSIVE HOURLY RATES	1	HOUR	_____	_____
00010	COMMODITY CODE: 204-10-070925 [INSTALLATION OF COMPUTERS, PERIPHERALS...] ----- ITEM DESCRIPTION: INSTALLATION SERVICES  OVER TIME: MONDAY THROUGH FRIDAY 5:00 PM to 7:59 AM ALL-INCLUSIVE HOURLY RATES	1	HOUR	_____	_____
00011	COMMODITY CODE: 204-10-070917 [CABINETS AND CASES: DESKTOP CASES...] ----- ITEM DESCRIPTION: EXTENDED WARRANTY – YEAR TWO  BIDDER TO PROVIDE PRICING ON SHCEDULE A	1	LOT	_____	_____
00012	COMMODITY CODE: 204-10-070918 [CABINETS AND CASES: DESKTOP CASES...] ----- ITEM DESCRIPTION: EXTENDED WARRANTY – YEAR THREE  BIDDER TO PROVIDE PRICING ON SHCEDULE B	1	LOT	_____	_____
00013	COMMODITY CODE: 204-10-070919 [CABINETS AND CASES: DESKTOP CASES...] ----- ITEM DESCRIPTION: EXTENDED WARRANTY – YEAR FOUR  BIDDER TO PROVIDE PRICING ON SHCEDULE C	1	LOT	_____	_____
00014	COMMODITY CODE: 920-31-07194 [CABINETS AND CASES: DESKTOP CASES...] ----- ITEM DESCRIPTION: CUTTING AND INSTALLATION OF FLOOR TILE	1	TILE	_____	_____

# **SCHEDULE A**

07-X-36826 Shared Server Infrastructure Products and Services

## **Extended Warranty Year Two**

<b><u>Line Number</u></b>	<b><u>Cost</u></b>
<b><u>Line 00011</u></b>	
Server Racks (Line 00001)	\$ _____
Avocent (Line 00002)	\$ _____
Environmental Monitoring Hardware (Line 00003)	\$ _____
Patch Panels (Line 00004)	\$ _____



# **SCHEDULE C**

07-X-36826 Shared Server Infrastructure Products and Services

## **Extended Warranty Year Four**

**Line Number**

**Cost**

**Line 00013**

Server Racks (Line 00001) \$ \_\_\_\_\_

Avocent (Line 00002) \$ \_\_\_\_\_

Environmental Monitoring Hardware  
(Line 00003) \$ \_\_\_\_\_

Patch Panels (Line 00004) \$ \_\_\_\_\_

# **ATTACHMENT 1**

## **RFP 07-X-39389 Shared Server Infrastructure Products and Services**

### List of attendees at Mandatory Bidder's Conference

The Admins  
14 Main Street  
Suite 301  
Madison, NJ

Alliant Technologies – ICS  
35 Airport Road  
Morristown, NJ 07960

Dell  
90 Providence Drive  
Richboro, PA 18954

Graybar  
800 Huyler Street  
Teterboro, NJ 07608

H & H Industrial Corp.  
7612 Rte. 130  
Pennsauken, NJ 08055

Integrated Cabling Solutions  
35 Airport Road  
Morristown, NJ 07960

ISS Solutions  
2010 Cabot Blvd. West  
Langhorne, PA 19047

Microsoft Corporation  
45 Liberty Blvd  
Suite 210  
Malvern, PA 19355

MIS Communications Group  
11-2 Ilene Court  
Hillsborough, NJ 08844

Ramgam Consultants, Inc.  
1124 Route 202  
Suite 13-B  
Raritan, NJ 08864

Westwood Comp. Corp/EMTEC  
11 Diamond Road  
Springfield, NJ 08721