

**NOTICE OF AWARD
FOR
MICROCOMPUTERS: RUGGED COMPUTERS, OPTIONS AND
SERVICES
December 1, 2006**

Please be advised that the following contracts have been issued commencing on December 1, 2006 and ending on November 30, 2009:

<u>CONTRACTOR</u>	<u>CONTRACT #</u>
Computer Systems and Methods (CSM)	67175
CDW Government, Inc. (CDW-G)	67176
Government Technology Services, Inc. (GTSI)	67177
NJ Business Systems, Inc. (NJBS)	67178
Zones, Inc.	67179

The contracts have been issued by category in the following order:

<u>CONTRACTOR</u>	<u>LINE</u>	<u>Make and Model</u>
CSM	Vehicle Mounted Computer	Panasonic CF-18 with PDRC
	Portable Computer	Itonics Gobook
	Handheld Computer	Panasonic CF-P1 (Not in Production)
	Printer	Pentax PocketJet 3+
	Services	Install Computer/Printer in Vehicle Image hard drive
CDW-G	Portable Computer	Panasonic CF-29
	Handheld Computer	Panasonic CF-P1 (Not in Production)
	Printer	Pentax PocketJet 3+ (Bluetooth)
	Services	Install Computer/Printer in Vehicle
GTSI	Printer	Pentax PocketJet 3+
	Services	Image and/or Wipe Hard Drive
NJBS	Portable Computer	Rough Rider Max (Quantity lines)
Zones	Services	Install Computer/Printer in Vehicle Image and/or Wipe Hard Drive

Model and configuration sheets for the Vehicle Mounted, Portable and Handheld Computers and the Printers are contained in Attachment #1. Attachment #1 also contains the price sheets for the Upgrades, and Peripherals available for each model.

The RFP, RFP Addendum language including questions and answers, and letters clarifying exceptions are attached below and should be reviewed by all using agencies.

SEE BELOW



Request for Proposal 06-X-38501

For: Microcomputers: Rugged Computers, Peripherals, Options & Related Services

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	01/06/2006	5:00 PM
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)	N/A	N/A
Mandatory Site Visit (Refer to RFP Section 1.3.3 for more information.)	N/A	N/A
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	02/03/2006	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.

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

RFP Issued By

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

Using Agencies

State of New Jersey
Cooperative Purchasing Members

Date: December 16, 2005

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NOTICE TO BIDDERS

SET-ASIDE CONTRACTS N.J.S.A 52:32-17, N.J.A.C. 17:13, 12A:10

Pursuant to the provisions of the New Jersey statute and administrative code cited above, this contract, or a portion thereof, has been designated as a set-aside contract for Small Business. As such, as indicated on page one of this document, eligibility to bid is limited to bidders (or subcontractors, as applicable) that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Commerce and Economic Growth Commission (Commerce). The definitions of each Small Business set-aside category can be found at N.J.A.C. 17:13-1.2 or N.J.A.C. 12A:10-1.2.

"Small Business" means a business that has its principal place of business in the state of New Jersey, is independently owned and operated, and has no more than 100 full-time employees.

The new program places Small Business into the following categories: (I) those with gross revenues up to \$500,000; (II) those with gross revenues of up to \$5 million; and (III) those with gross revenues that do not exceed \$12 million. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, proof of its current registration as a qualifying Small Business with the New Jersey Commerce and Economic Growth Commission. Any business that seeks to register as a Small Business is required to submit a fee along with its application to Commerce.

All necessary forms and any additional information concerning registration may be obtained by contacting Commerce's office of Small Business services, by telephone at the number below, or by mail, or in person between the hours of 9:00 am and 5:00 pm at the address below:

**NEW JERSEY COMMERCE AND ECONOMIC GROWTH COMMISSION
OFFICE OF SMALL BUSINESS SERVICES
20 WEST STATE STREET - 4TH FLOOR
PO BOX 820, TRENTON, NJ 08625-0820**

TELEPHONE: 609-292-2146

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 (“Division”), on behalf of the State of New Jersey (“State”). The purpose of the RFP is to solicit bid proposals from qualified bidders for rugged computer hardware, including Vehicle-Mounted Computers, Portable Computers, Handheld Computers, Printers, related peripherals and selected limited services (collectively referred to as “Rugged IT Hardware”). Specific Rugged IT Hardware configurations and other requirements included within the scope of this RFP are set forth in Section 3.0 of this RFP.

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

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

This RFP is the result of an initiative undertaken by the Division with the support of the Governor’s Office. This RFP for Rugged IT Hardware is the second solicitation under the State’s Strategic Sourcing Initiative. Unlike past solicitations for these commodities, the number of awarded contracts per price line will be limited. The State will award contracts to three bidders for each line item. The State intends to award one (1) of the three (3) contracts for each line item to a small business under the New Jersey Small Business Set-Aside program. Additional information regarding line items is included in Section 4.4.4 of this RFP.

All proposals received in response to this RFP will be evaluated equally. That is, contractors currently providing Rugged IT Hardware under existing contracts, within the scope of this RFP, will not receive any special consideration in the bid proposal process. Evaluation criteria and contract award are described in Sections 6.0 and 7.0 respectively.

The State is focused on reducing the cost of Rugged IT Hardware required by the State and its Cooperative Purchasing Members. In an effort to aggressively reduce its IT related spending, the State will, where possible, direct its IT related purchases to the qualified bidder with the lowest overall cost of ownership. In addition, the State will advise its Cooperative Purchasing Members to use the lowest cost provider, where possible.

This document and the accompanying attachments and appendices represent a formal request by the State of New Jersey to identify suppliers with the capability of providing cost effective and high quality Rugged IT Hardware to the State and its Cooperative Purchasing Members. This RFP contains instructions governing the proposals to be submitted and the information required for bidders to prepare a proposal, including minimum specifications for Rugged IT Hardware which must be met to be eligible for consideration, other requirements to be met by each bidder, contract terms and conditions and general evaluation criteria.

The State will require the successful bidders to extend the contract(s) awarded to the Purchase Bureau’s Cooperative Purchasing Members. These Members include counties, municipalities, school districts, volunteer fire departments, first- aid squads, independent institutions of higher learning, county colleges and state colleges. 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 (e.g., Port Authority) of which the State of New Jersey is a member. There are over 1,800 partners included in the State's Cooperative Purchasing Program. Bidders must be able to meet the product and service demands of this contract that will be used by the State and its Cooperative Purchasing Members.

Although the State is making the use of any contract resulting from this RFP available to non-State agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

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

This RFP is not intended to provide integration services or programming services, etc., or any other services not explicitly identified within this RFP. This contract is not to be used to circumvent the use of other procurement mechanisms in place.

The State also intends to increase its use of the capabilities of the successful bidders' websites for product ordering, contract administration and management information. All successful bidders will be required to provide the State with such websites and sales data that include all purchases by the State and Cooperative Purchasing Members as described in Section 3.5 Contract Activity Report and Section 3.6 Contractor Website.

1.2 BACKGROUND

In an effort to capture cost savings and synergies from procurement of materials and services and to develop a cost-advantaged supply base, the State has launched a statewide Strategic Sourcing Initiative. The State has completed the process of gathering, reviewing and analyzing data with regard to Rugged IT Hardware-related purchases in order to rationalize the coverage of State contracts and more effectively leverage State and local government units' purchasing power.

This is a reprocurement of the Ruggedized Mobile Workstations term contract. Bidders who are interested in the current contract specifications and pricing information may review the current contract T-1785 at <http://www.state.nj.us/treasury/purchase/contracts.html>. All other information technology hardware including desktop and laptop computers, monitors, printers, scanners, servers, network equipment and related services are outside the scope of this RFP. The contracts resulting from this solicitation will replace term contract T-1785 in its entirety.

The equipment described and requested herein is needed by Using Agencies' personnel working on field assignments and by members of law enforcement. The Using Agencies use various types of brands and models of Rugged IT Hardware. Therefore, the State will accept proposals for all brands, not limited to the brands currently in use, in order to meet the needs of all Using Agencies.

It is estimated that the State and Cooperative Purchasing Members will spend approximately \$15 million to \$20 million on Rugged IT Hardware and related peripherals during the first year of the contract. This information is being provided to inform bidders of the total amount spent on Rugged IT Hardware within the scope of this RFP that has been procured by the State and Cooperative Purchasing Members. However, there are no guarantees that the level of purchases indicated will continue in the future. While State agencies are required to purchase goods and services from State contracts, Cooperative Purchasing Members have the option to purchase under State contracts, but are not required to do so. Cooperative Purchasing

Members use State contracts at their discretion, depending on pricing, process needs, service levels, vendors, etc.

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 the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.) Each bidder is responsible for monitoring the website for new and changing information. The State will not be bound by any verbal information or by any written information that is not contained within the RFP or any related documents or formally noticed and issued by the Purchase Bureau. Questions shall not constitute a formal protest of the specifications or this procurement.

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.shtml>

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.

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.](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. 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.**

All bid proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 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.

1.4.6 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.

1.4.7 CONTACT WITH THE STATE

After the submission of bid proposals, contact with the State is limited to status inquiries and such inquiries are only to be directed to the web form designated in Section 1.3.2, unless requested by the State. Bidders shall not contact Using Agencies directly, in person, by telephone, email or in any other manner concerning this RFP. Any further contact or information about the proposal with any employee of the Division or any other State official connected with this solicitation will be considered an impermissible supplementation of the bidder's bid proposal which may cause rejection of the bidder's proposal.

1.4.8 REJECTION OF BID PROPOSALS

The Purchase Bureau reserves the right to reject any and all bid proposals received as a result of this RFP or to negotiate separately with competing qualified bidders.

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, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

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

Bidder – An individual or business entity submitting a 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.

Cooperative Purchasing Partners – Includes counties, municipalities, school districts, volunteer fire departments, first aid squads, rescue squads, independent institutions of higher education, State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity, which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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.

Purchase Bureau – The entity issuing 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 5.2, 5.2.1, 5.2.2 and 5.2.3.

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.

Using Agencies – The entities for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT SPECIFIC DEFINITIONS

Configuration – The way in which a computer is set-up; the set of constituent components, such as memory, hard drive, operating system and monitor.

Handheld Rugged Computer – A computer that may be used in different wireless LAN or wireless WAN environments accomplished by adding a wireless communication device.

Imaging – Capture and storage of contents of a hard drive including its configuration settings and applications to create identical configurations and installation of those elements on numerous machines.

Line Items – (Synonymous with “price line”) Contracts are awarded to successful vendors by line item. In this RFP, each configuration along with vehicle installation service included in the Price Schedules will be considered a line item. Three (3) contract awards will be made for each line item with one (1) of the three (3) awards set-aside for Small Businesses.

MSLP – Manufacturer’s Suggested List Price.

Original Equipment Manufacturer (OEM) – A manufacturer that supplies products to a customer either through its own sales channels or through distributors or resellers

Payment Only Status – Contractor may receive payments on existing orders but is unable to receive new orders.

Peripherals – An external auxiliary device, such as printer, CD-ROM, modem, mouse, keyboard or storage system that is not part of the essential computer, i.e. memory and microprocessor.

Portable Rugged Computer – A rugged computer with the CPU, display and keyboard integrated into a single unit that can be easily carried by Using Agency personnel.

PunchOut – An e-procurement software application that makes it possible for a buyer to access a supplier’s website from within the buyer’s own procurement application. The buyer leaves (“punches out” from) the company’s system and goes to the supplier’s web-based catalog to locate and order products, while the originating application transparently maintains connection with the website and gathers pertinent information.

Return Merchandize Authorization (RMA) – The number supplied by a vendor to uniquely identify a product or order which must be returned to the vendor, and which permits the vendor to track the return(s) for replacement, repair, or for credit to the purchaser's account.

Rugged Computer – A computer designed and built for heavy-duty use that includes the following features:

- Shock-mounted components, including disk drives, circuit boards, keyboard and display
- Keyboard, displays and ports sealed against dust and moisture
- Display designed for use in various lighting conditions
- Cases made of magnesium, titanium or other durable lightweight materials
- Touch screen displays for input
- Meets U.S. Military Standard MIL-STD-810F

Rugged Printer – A rugged device that outputs text or graphics on paper that is capable of being directly attached to a rugged computer.

Vehicle-Mounted Rugged Computer – A rugged computer capable of being mounted in a vehicle. In the required configuration, the display is mounted to the dashboard or overhead and the keyboard is mounted to a center console or to a slide that retracts under the dashboard. The display and keyboard must be mounted as described and in such a manner as to not hinder the operation of the airbags and not hinder entrance and exit to the vehicle from either door including the door opposite the driver or passenger needing to exit. The CPU and other components, if any, must be placed in other locations within the vehicle without compromising any passenger space.

3.0 SCOPE OF WORK

3.1 OVERVIEW

The contracts resulting from this RFP will include the following products and services:

- Vehicle-Mounted Rugged Computers
- Portable Rugged Computers
- Handheld Rugged Computers
- Rugged Printers
- Related Peripherals
- Select Installation and Warranty Services

All products must be of new manufacture only and available as part of the manufacturer's or reseller's current product line. The State will not accept refurbished, retrofitted or customized products. Any product that is not available through the manufacturer's or reseller's regular sales channels shall not be sold under any contract resulting from this RFP.

3.2 GENERAL REQUIREMENTS

The following is a list of the general requirements for the Rugged IT Hardware included within the scope of this RFP. These requirements must be met in the required evaluation configuration in order to submit a responsive bid proposal.

- a. The Rugged IT Hardware proposed must meet military standard MIL-STD-810F. The contractor must maintain records documenting the product testing performed to meet the military standard for temperature, humidity, altitude, shock, vibration, drop and enclosure. The contractor shall provide written copies of the test results and documentation of certification for certified equipment upon the request of the Using Agency.
- b. Required operating system is Microsoft Windows.
- c. Rugged IT Hardware provided to the Using Agencies must be certified by the operating system manufacturer.
- d. During the warranty period, if the contractor's onsite repair technician determines that the hard drive of the failed computer needs to be replaced, at the option of the Using Agency, the technician must remove the non-functional hard drive from the computer and leave the hard drive with the Using Agency before the computer is removed from the Using Agency's location. Should a Using Agency return a computer to the contractor for replacement of a failed hard drive, the contractor shall return the failed hard drive to the Using Agency.

3.3 RUGGED PC CONFIGURATIONS

The following listings indicate the Rugged IT Hardware specifications required by the State and Using Agencies that are within the scope of this RFP:

VEHICLE-MOUNTED RUGGED COMPUTER CONFIGURATION

Product Attribute	Vehicle-Mounted Configuration
Processor:	Pentium 3
CPU Speed:	700 MHz
Memory:	256 MB
Video:	Integrated Video Controller and Memory
Display:	12.1" TFT Color Touchscreen LCD with visibility in all types of lighting conditions including night and direct sunlight. 800x600 SVGA Resolution
Hard Drive:	20 GB, Shock Resistant
Operating System:	Windows XP Professional or Windows 2000 Professional
Ports:	Serial, USB 2.0, Firewire, Parallel, PS/2 Keyboard and Mouse, External Video, 10/100 Ethernet RJ45
Audio Controller:	Digital Audio, SoundBlaster Compatible
Speakers:	Stereo Speakers Integrated in Display
Keyboard:	Backlit, Sealed with Touch Pad
PC Card Slots:	2 PCMCIA Type II slots or 1 Type III
Power Supply:	Powered from vehicle without Battery Drain and automatic shutoff required
Mounting Hardware:	Universal Mounting Hardware
Environment Standard:	Must meet or exceed MIL-STD-810F
Durability, Environment Features:	Sealed Port and Connector Covers, Internal and External Shock Resistant Enclosure, Humidity: Up to 90% Relative Humidity, Operating Temperature: -20 degrees C to +45 degrees C, Storage Temperature: -40 degrees C to +65 degrees C

PORTABLE RUGGED COMPUTER CONFIGURATION

Product Attribute	Portable Configuration
Processor:	Intel Pentium M
CPU Speed:	1.4 GHz
Memory:	256 MB DDR SDRAM
Video:	Integrated Video Controller and Memory
Display:	13.3" Color Touchscreen LCD with visibility in all types of lighting conditions including night and direct sunlight. 1024x768 XGA Resolution
Hard Drive:	60 GB, Shock Resistant
Operating System:	MS Windows XP Professional with Service Pack 2
Ports:	USB 2.0, Serial, Parallel, External Video, RJ11 Modem, RJ45 Ethernet, Microphone, Speaker/Headphone, Port Replicator
Optical Drive:	3.5" 1.4 MB Floppy Disk Drive
Audio Controller:	Integrated Sound Card
Speakers:	Integrated Speakers
Touchpad:	Pressure Sensing, Moisture and Dust Resistant
Keyboard and Input:	Backlit, Sealed with Touchpad
Expansion Slots:	2 PCMCIA Type II slots or 1 Type III, SD Card
Wireless:	802.11 a/b/g LAN
Battery:	Lithium Ion, Minimum 4 hr Run Time
Power Supply:	AC Adapter
Environment Standard:	Must meet or exceed MIL-STD-810F
Durability, Environment Features:	Sealed Port and Connector Covers, Internal and External Shock Resistant Enclosure, Humidity: Up to 90% Relative Humidity, Operating Temperature: -20 degrees C to +45 degrees C, Storage Temperature: -40 degrees C to +65 degrees C

HANDHELD RUGGED COMPUTER CONFIGURATION

Product Attribute	Handheld Configuration
Processor:	Intel Xscale 400 MHz
Memory:	64 MB SDRAM
Display:	Color LCD, 240x320 QVGA Resolution, Sunlight Readable
Compact Flash Storage:	64 MB Flash EPROM
Operating System:	Windows Mobile 2003 for Pocket PC
Ports:	USB, SD Card, Speaker/Headphone, Infrared
Keyboard:	Backlit, Sealed Keyboard
Input Device:	Stylus Pen
Battery:	Lithium Ion Rechargeable, Minimum 8 Hr Run Time
Power Supply:	AC Adapter
Environment Standard:	Must meet or exceed MIL-STD-810F
Durability, Environment Features:	Sealed Port and Connector Covers, Internal and External Shock Resistant Enclosure, Humidity: Up to 90% Relative Humidity, Operating Temperature: -20 degrees C to +45 degrees C, Storage Temperature: -40 degrees C to +65 degrees C

RUGGED PRINTER CONFIGURATION

Product Attribute	Printer Configuration
Type:	B and W, Direct Thermal
Speed:	3 ppm
Resolution (B and W):	300x300 dpi
Connectivity:	USB, Infrared (IrDA)
Paper Type:	Cut Sheet and Continuous Rolls
Battery:	Rechargeable Ni-MH
Cables and Adapters:	USB Cable, Power Cable, AC Adapter

For the configurations shown above, bidders must submit a configuration that meets the required configuration. Bidders may also submit other configurations from the same manufacturer and product line. The award based on the required configuration will include the other configurations for the same manufacturer and product line, unless explicitly excluded in the award.

3.4 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 AM to 5:00 PM ET Monday through Friday, excluding State holidays) on regular business days unless other arrangements have been made with the Using Agency. The State expects that all items purchased will be shipped within two to 15 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 the Using Agency 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 the equipment. No additional freight charges will be paid by the Using Agencies over the contract price unless specifically requested. The Using Agency must provide the contractor with the expedited delivery contract number when requesting transportation other than standard ground.

3.5 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required in paragraph 3.19 of the NJ Standard Terms and Conditions, contractor(s) must provide, on a calendar quarter basis, to the State Contract Manager within the Division, a record of all purchases made under their contract award resulting from this RFP. 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, rescue squads and independent institutions of higher education. The requirement also includes sales to Cooperative Purchasing Members, 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 Microsoft Excel format such that an analysis can be made to determine the following:

- Contractor's total sales volume of products and services under contract, subtotaled by product or service and subcontractor
- Contractor's total sales volume to each purchaser under the contract, subtotaled by product or service and subcontractor, including, if applicable: catalog number and description, volume of units purchased, unit cost, total purchase costs per unit, buying location, delivery location and baseline or index price list with appropriate page reference and/or contract discount applied
- Contractor's report with line item detail of each purchase order by agency and department, including separate information by subcontractor

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

The State reserves the right to place the contractor's contract in "Payment Only" status for failure to provide this required information.

3.6 CONTRACTOR WEBSITE

After contract award, each contractor must provide a website from which Using Agencies will obtain and print a price quotation for the product(s) provided by that contractor. The contractor must have the website established and operating within thirty (90) days after contract award. The contractor must provide the web address to the Purchase Bureau by the date established. Failure to do so may result in the cancellation of the contract.

The contractor's website must have an uptime of 99% during the hours of 7:00am to 6:00pm ET, Monday through Friday. Three severe outages, defined as the unavailability of the website for price quotation for more than two continuous hours, during a 60-day window may be grounds for

the State to terminate the contract. Any website maintenance shall be performed outside of the hours of 7:00am to 6:00pm ET, Monday through Friday.

The website shall store quotes for retrieval for up to ninety (90) business days. Any stored quotes shall be modifiable by the Using Agency. At a minimum, the online website quote shall include all of the following:

- a. Contractor Information – Contractor’s name, address, telephone and fax number, contact person, contract number, the date of quote, quote number
- b. Agency Information – Agency name, address, telephone number and the individual requesting the quote
- c. Product Information – Product part or SKU number (manufacturer’s and contractor’s number if both are available), detailed description, a photograph (if available), quantity desired, net unit cost, discount as awarded under the contract and the total
- d. Product availability, including back-order status, if applicable
- e. Total Cost for all items contained within the price quotation

Using Agencies without internet access must be able to call the contractor during the State’s business hours and receive a quote by fax.

Contractors providing hardware and services covered by this contract will be required to provide Using Agencies with a detailed written quote showing each item of hardware and service being quoted. All quotes required under this contract must be provided within three (3) business days from request.

Agencies are required to obtain price quotes from contractors for products prior to purchase. Agencies must first obtain a price quotation from the contractor with the lowest net price, after discounts are applied, unless ordering from a Small Business Enterprise. If that contractor is not able to provide the product in the quantities desired within the needed timeframe, then the Agency may go to the contractor with the next lowest purchase price and so on. The Using Agency will prepare a purchase order for the selected contractor. Price quotes provided by contractors shall be valid for a minimum of ninety (90) days from the quote date.

Only the products proposed and accepted by the State shall become part of a contract awarded to a bidder as a result of this RFP. Any contractor advertising products on its website that are not covered under the contract shall be subject to contract cancellation.

Each contractor’s website shall be subject to audits by the State of New Jersey, Division of Purchase and Property, Contract Compliance and Administration Unit. These audits will be conducted at random and without notification to ensure that the website content is within the terms of the contract. In accordance with Section 3.19 of the Standards Terms and Conditions, the contractor is required to make any required additional records available for the purpose of this audit.

It is anticipated that during the term of the contract resulting from this RFP, the State will be implementing an Electronic Catalog (eCatalog) application. eCatalog will permit authorized State contract users to create electronic purchase orders. eCatalog will also enable, upon contractor compliance with technical specifications to be determined during the term of this contract, authorized contract users to “Punch-out” to a contractor’s website and purchase directly approved contract line items from the contractor’s existing e-commerce website. With eCatalog, both

Punch-out and non-Punch-out-enabled vendors will be notified of orders via email and will be capable of retrieving electronic purchase orders. Contractors should be able to accommodate this application. Upon implementation of eCatalog, Contractors will be required to accept a major credit card, not necessarily the card specified in Section 5.21.1 and ordering through a web process will only be available through eCatalog. Inasmuch as the eCatalog application is expected to improve cycle time in the processing of purchase orders, the State anticipates reassessing contract delivery requirements.

3.7 SERVICE REQUIREMENTS

Services available under this contract are limited to initial computer installation for vehicle-mounted Rugged IT Hardware, set up, product configuration, warranty services and technical support services. Unless indicated otherwise, services must be purchased at the same time as the product and are limited to only the product purchased. All other services must be purchased from the appropriate services contracts, which are outside the scope of this RFP.

3.7.1 WARRANTY SERVICES

The State requires all contractors to offer replacement of defective Rugged IT Hardware and full warranty for parts and labor for all items purchased under this contract. The primary warranty service level requirements are as follows:

Warranty Service Level Requirements			
Hardware Category	Term	Location	Other Requirements
Vehicle-Mounted Computers	3 Years	On Site	Next Business Day Service
Portable Computers	3 Years	On Site	Next Business Day Service
Handheld Computers	1 Year	Off Site	Contractor to pay shipping
Printers	1 Year	Off Site	Contractor to pay shipping

The warranty levels stated in the table above are the base requirements that should be included in the pricing of all hardware included in this RFP. The warranty must include coverage as expected with MIL-STD-810F certified equipment, parts, labor, transportation and all associated costs for onsite warranty services. The State acknowledges that batteries for certain types of Rugged IT Hardware are considered consumables, which cannot be warranted for an extended period of time.

In addition, contractors should provide the following additional warranty response levels for Using Agencies to choose from:

- 24 hours x 7 days, 4-hour response time
- 8 hours x 5 days, 4-hour response time

The purchase of these enhanced coverages is at the option of the Using Agency.

The State requires onsite maintenance support that includes, but is not limited to, problem diagnosis, fault isolation, validation of repair, reloading of all software, system validation and certification. All contractors must service the Rugged IT Hardware at any New Jersey location after notification of the problem. The contractor must ensure that all tradespersons performing maintenance services are certified by the manufacturer(s) to perform the required services. Upon request of the Using Agency, the tradesperson must present proof of said certification. The contractor must also have a process for the escalation of issues or problems that have not been resolved within the required timeframe as described below.

All onsite services that are required during the business day must take place during business hours of 8:00 AM to 5:00 PM ET, Monday through Friday, except State holidays, for all Using Agencies' locations within the State. Contractors shall maintain records regarding service calls, response times and time to resolution. These reports shall be provided to the Division on at least a quarterly basis.

The first contact to diagnose a technical or warranty problem would be directed to a helpdesk. First call diagnosis would depend on the Using Agency. Some Using Agencies have sufficient support to staff an internal helpdesk. Other agencies, Cooperative Purchasing Members and local governments may be small and not provide internal support. Where the Using Agencies do not have an internal helpdesk, the contractor will receive the first call. If the problem cannot be resolved during the first call to either the Using Agency's or contractor's helpdesk, an onsite visit may be requested.

The warranty period shall commence upon the date the procured hardware is installed and operating. The date of installation will be no later than ninety (90) days after the hardware is delivered. If the Using Agency fails to notify the contractor of the installation/operation date, then the warranty will 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 the return shipping charges.

Any part and/or unit that is deemed to be defective must be replaced by the contractor as soon as possible with no additional cost to the Using Agency. If a defective part or unit cannot be replaced within a two day period, the contractor must provide a suitable temporary part or unit until the original unit can be replaced. Due to data sensitivity, Using Agencies may elect to retain and destroy hard drives rather than returning them to the manufacturer.

All manufacturers' warranties must remain in full force and effect with the contractor even after the expiration of the contract.

All contractor personnel must comply with all applicable State of New Jersey policies while onsite in any State-owned or occupied facility. At the Using Agency'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.

3.7.2 TECHNICAL SUPPORT

Under this contract, the Using Agencies will require support to resolve various technical issues. This required technical support must be for a term equal to the warranty period stated above in Section 3.7.1. The requirements of this support include the following:

- Single point of contact for problems and resolution management
- Average hold time of no more than two (2) minutes to answer inbound calls
- Preparation of quarterly service reports summarizing history, service trends and other relevant performance measures
- Provision of email support
- Provision of trained and certified technicians knowledgeable of products being used
- Access by Using Agencies to an advanced level of support with certified technicians over and above the level generally provided to less experienced users

Technical support does not include system architecture, integration, programming or any services that can be procured through IT Professional Services contract.

Pursuant to N.J.S.A. 52:34-13.2, all technical services provided under this contract, including call centers, must be located within the United States. (Refer to RFP Section 7.1.2.)

3.7.3 OPTIONAL SERVICES

The following services must be included in the bid proposal and provided by the contractor, but are considered optional services that may be purchased by the Using Agencies on an as needed basis either at the time of product purchase or within ninety (90) days of product purchase. As such, there is no estimated volume or any guarantee that any of these services will be required during the term of this contract. These services may only be offered by a contractor awarded one or more rugged PC price lines.

3.7.3.1 INSTALLATION SERVICE

At the option of the Using Agency, contractors may be requested to perform an installation or set-up service. Installation services must be available across the State and provided on a mutually agreed upon installation date. These services will require the contractor to unpack the new products, install the new hardware in the vehicle designated by the Using Agency, verify that the new hardware is in working condition and remove the old hardware to a designated area within the same facility. The contractors must also remove all boxes and packing materials after the installation has been completed to an appropriate offsite facility or receptacle provided by the contractors. The installation service must be completed as jointly agreed upon by the Using Agency and the contractor, pursuant to the price quotation and/or Using Agency purchase order.

It is the intent of the State to award three (3) contracts for vehicle installation services. The required service would be limited to the installation of vehicle-mounted rugged computers and related peripherals and options into designated vehicles. Bidders are requested to propose an all-inclusive hourly rate for this service.

If requested on the purchase order by the Using Agency, the contractor must affix an asset identification tag to each new piece of Rugged IT Hardware procured. The identification numbers, the location of the hardware, the user and other relevant information, must be recorded in an electronic file (ASCII, comma or tab-delimited or Microsoft Excel, as specified by the Using Agency) and provided to the Using Agency.

3.7.3.2 IMAGING SERVICE

Imaging service is defined as the installation of a software configuration specified by a Using Agency onto purchased Rugged IT Hardware. At the option of the Using Agency, the contractor shall image each Rugged PC with a configuration specified by the Using Agency on the purchase order. The Using Agency shall procure the license for the software to be imaged for each computer. The Using Agency shall provide, with the purchase order, proof of sufficient licenses for the number of specified units. All drivers and utilities must be the latest version for the proposed system. Any variation must be identified in writing and approved by the Using Agency. Where required, the contractor shall assist in developing custom images to be used on Rugged IT Hardware.

3.7.3.3 HARD DRIVE CLEANING

At the option of the Using Agency or Cooperative Purchasing Member, hard drives that are either defective or at the end of their life, shall be cleaned to the US Department of Defense standard 5220.22-M. Contractors must provide the appropriate documentation and/or certification on a unit basis that this cleansing has occurred. This service can take place either at the Using Agency's location or at the contractor's location.

3.8 METHOD OF OPERATION

After awards are made, the Using Agencies shall obtain price quotes from the contractors. Contractors shall provide Using Agencies with:

- a. A written price quotation with the following information:
 - Quote Information – the date of the quote, identifying the expiration of the quote
 - Contractor Information – Contractor's name, address, telephone and fax number, contact person, contract number, the date of quote, quote number
 - Agency Information – Agency name, address, telephone number and the individual requesting the quote
 - Product Information – A detailed list of each item quoted, product part or SKU number (manufacturer's and contractor's number if both are available), detailed description, a photograph (if available), quantity desired, contractor's baseline price, State's percentage discount, State's net price
 - Product availability, including back-order status, if applicable
 - Total Cost for all items contained within the price quotation
- b. A written price quotation via fax or the contractor's website for products.
- c. Contractors are required to provide the lesser of the quoted price or current price at the time the purchase order is placed

Any products that are approved for addition to the contract (pursuant to Section 3.8.1), as listed on the website, shall include a copy of the original letter requesting the product(s) be added, along with a copy of the approval letter from the Division (as required below) viewable in PDF format on the website.

3.8.1 NEW PRODUCTS

Contractors may submit for approval, via written request, new products to keep apace with technology and changes in information technology hardware related products. 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 replacements are subject to a review and written acceptance by the Purchase Bureau. The sale of new product, accepted in writing by the Director, shall be governed by the terms of the contract. The State may identify new products, services, or technology which fit within the scope and intent of the contracts resulting from this RFP, but which are not currently included on those contracts. In this event, the State will issue a request for quotation to the contractors to solicit and negotiate pricing for the new product, service, or technology. At the State's discretion, and pursuant to the Director's approval, the product, service, or technology may then be added to one or more of the contracts.

3.8.2 DISCONTINUED PRODUCTS

Contractors must notify the Purchase Bureau within thirty (30) days of the discontinuation of any product covered by the contract. The contractor shall post notice of the discontinued and replacement product(s) within thirty (30) days of the discontinuation on its website.

3.8.3 RETURNS

3.8.3.1 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.

3.8.3.2 AGENCY ERROR

If a Using Agency must return a product due to agency error, the agency must use the following procedure to ensure that it receives full credit from the contractor. Products must be complete with all manuals and accessories, in resalable condition and must be in the manufacturer's box with an unbroken factory seal. The Using Agency shall not be liable for re-stocking charges.

The Using Agency shall:

- a. Call the contractor to obtain an RMA number
- b. Write the RMA number on the shipping label or the packing slip only.
- c. Place the manufacturer's box, with the product inside, in another shipping carton and attach the mailing label or packing slip on the outer shipping carton
- d. Mail the product to the address provided by the contractor, using a shipping agency that can track and insure the package. The contractor will be required to pay all required shipping and handling charges
- e. All returns must be shipped to the contractor's designated facility within thirty (30) days after receipt of product
- f. Return shipping shall be paid for by the Using Agency that made the error, utilizing existing State contracts and processes

If the agency has followed the above-described procedure, the contractor shall provide a full credit to the agency's account without the imposition of a restocking fee.

3.9 EXCLUSIONS

This RFP is limited to the categories of items listed in Section 3.3 only and options directly related to those major product categories. All other items are excluded from this RFP and any contracts resulting from this RFP. The following is a list of products and/or services that are excluded from the scope of this RFP. This list includes by way of example, but is not limited to, the following:

- a. Other types of personal computers – Desktop, laptop and tablet personal computers
- b. System architecture, integration or programming services
- c. Communication products – Phone systems, phones and components, video and audio conferencing equipment, voice and fax equipment, voice over internet protocol (VoIP) telephone equipment and products and telephone and cellular accessories
- d. Networking products – Device and print servers and server operating systems

- e. Supplies and media – General supplies, ink and toner supplies, desk accessories, labels, paper and transparencies
- f. Office equipment – Copiers, including network copiers that can function as printers, furniture and all office equipment other than the equipment specifically included in this RFP
- g. Monitors and projectors – All monitors and projectors and related accessories other than the monitors specifically included as part of the Rugged IT Hardware that included within the scope of this RFP
- h. Consumer electronic products – All categories of consumer electronics including cameras, televisions, games, personal interest and game software and all related accessories
- i. Other electronic products – Closed circuit television systems, surveillance cameras and video-teleconference equipment
- j. Personal handheld devices – Cell phones, personal digital assistants, and other wireless voice and messaging communication devices
- k. Cabling or Wiring – The installation of cabling, wires or other connecting devices, i.e., cabling through walls, connecting floors and buildings
- l. Storage devices – Network attached storage (NAS), storage area networks (SAN) and other network or server storage solutions
- m. Training
- n. Computer-aided dispatch/records management (CAD/RMS) software applications and other software applications applicable to a particular government segment or vertical market.

The State reserves the right to revise this list after contract award.

Three (3) attempts by a contractor to add excluded products and/or services, as described above, as new products or services may result in the contract being placed in "Payment Only" status.

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.

To be considered, bidders shall submit a complete response to this RFP, using the format described in Section 4.4. The bidder must follow instructions contained in this RFP and in the bid signatory page (<http://www.state.nj.us/treasury/purchase/bid/summary/06x38501.shtml>) in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

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

For this RFP, the bid proposal must remain valid for at least one hundred eighty (180) days.

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

The bidder must submit its proposal based on specific product configurations in the various categories stated in Section 3. Bidders do not need to propose on every category and configuration of Rugged IT Hardware. However, for each configuration where a bidder does propose, the bidder must provide pricing for all options and upgrades available for that specific hardware configuration. Proposed options and upgrades may be from multiple manufacturers.

Any product that is not available through the manufacturer's or reseller's regular sales channels shall not be bid. The bidder must bid products/models with an existing manufacturer's model number or manufacturer's SKU number.

For New Jersey contracting purposes, each configuration shown in the Price Schedules shall be considered as a separate line item.

In addition, bidders must also provide pricing for any stated upgrades and services included on the Price Schedules. Bidders must only bid on the products included in the following configurations. Bidders are not allowed to add additional product categories. Additional information regarding the Price Schedules is included in Sections 4.4.6 and 6.0 of this RFP.

The State reserves the right to make additional line item awards in order to accommodate the State's product requirements and/or Small Business Set-aside Program.

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 <http://www.state.nj.us/treasury/purchase/bid/summary/06x38501.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 eight (8) full, complete and exact copies of the original and two (2) full, complete and exact ELECTRONIC copies of the original proposal on compact disk (CD). The hard copies of the proposal, original and additional copies, must be submitted in 8 ½ by 11 inch three ring binders. For electronically submitted proposals, Sections 1 through 3 of the proposal on CD must in PDF file format to be viewable by State evaluators using Adobe Acrobat Reader software. The bidder shall scan the CD-ROM(s) for computer viruses and any malicious code before submitting the CD-ROM(s) to the State. If the State finds a computer virus or any malicious code on a CD-ROM submitted by a bidder, and that computer virus or any malicious code is responsible for loss of employee time and/or data on the State's network, the bidder shall be held liable for the cost of the elimination of the virus of any malicious code from the State's computers. Section 4.4.6, Price Schedule, must be submitted as a Microsoft Excel file. The file name shall include the name of the bidder.

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. The State will not return any submitted bid documents whether submitted in hardcopy or electronic form.

4.4 BID PROPOSAL CONTENT

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/06x38501.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/06x38501.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/06x38501.shtml>.

4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders shall complete the attached Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/06x38501.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/06x38501.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/06x38501.shtml> must be completed and submitted with the bid proposal.

4.4.2 PROOF OF REGISTRATIONS 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 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 located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/06x38501.shtml>.

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a partial Set-Aside Contract for Category I, II, and III Small Businesses. One (1) award out of the three (3) awards for each price line shall be made to a Small Business Set-Aside in Category I, II or III providing that there is a responsive/responsible bidder based on cost and other factors considered. The bidder should provide, with its bid proposal, evidence of current and valid registration as a small business from the New Jersey Commerce & Economic Growth Commission (Commerce).

*******IMPORTANT NOTE: EVEN IF YOU ARE AN INCUMBENT BIDDER AND/OR HAVE BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, YOU WILL NEED TO BE SURE THAT YOU ARE REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE COMMERCE COMMISSION UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL TO CHECK YOUR STATUS IS 609 292-2146.*******

This is a contract with set aside subcontracting goals for Small Businesses. All bidders must include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38501.shtml>. Bidders intending to utilize subcontractors must also include a completed and signed Subcontractor Utilization Plan form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38501.shtml>. Failure to submit the required forms shall result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce and Economic Growth Commission at (609) 292-2146.

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/06x38501.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract. The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38501.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 (<http://www.state.nj.us/treasury/purchase/bid/summary/06x38501.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 complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

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

4.4.4.2 ACCOUNT MANAGEMENT

The bidder shall describe the following account management issues as related to this RFP:

- Specific plans to manage and control for the duration of the contract resulting from this RFP. The bidder must identify the account manager or other contact person who will be available to respond to inquiries regarding this contract.
- Roles and responsibilities of all account team members, including descriptions of the on-site and off-site management team.
- How problems, complaints and issues that arise during this contract will be resolved, including expected response times for technical support.
- How the contract, including the State and Cooperative Purchasing partners, will be supported from senior management down to the field technicians.
- How subcontractors, if applicable, will be used and managed.
- Problem escalation procedure.
- How the bidder's distribution and logistics network will be managed to provide timely delivery to the State.

4.4.4.3 PRODUCTS OVERVIEW

The bidder shall describe its ability to provide the products and support to the State Agencies and the Cooperative Purchasing Members. The bid proposal shall address the specific models that will be proposed to meet the specifications as set forth in Section 3.0 of this RFP. The bidder shall also provide the following information:

- Product history of successful field life and estimated life cycle.
- Summary repair and replacement records for proposed models for one (1) year. The records shall include number of units sold, number of service calls, number of warranty claims, number of repairs and number of replacements per model.
- Description of upgrades available for each of the models included within the scope of this RFP, including the number of times the model was upgraded in the past twelve months. This requirement is not intended as a request for bidders to provide or describe its entire catalog of products. The description of products shall only include those items included as part of each bidder's proposal.
- Results of product testing performed to meet the military standard of MIL-STD-810F for temperature, humidity, altitude, shock vibration, drop and enclosure for certified equipment.
- Product literature on each proposed model.

4.4.4.4 MAINTAINING PRICING WITH CHANGING TECHNOLOGY

The Rugged PC configurations set forth in Section 3.3 represent the technology used and required by the Using Agencies at the time of the release of this RFP. The pricing requested in this RFP is based on these configurations. The State and the Cooperative Purchasing Members need to continue paying the prices obtained for these technology levels even as the configurations and specifications for these levels change due to changing technology.

It is the State's desire to set pricing that will be tied to technology levels for the life of the contract, rather than specific configurations. Bidders are required to provide a detailed plan for how they

will continue to provide pricing at consistent levels as the technology changes. For the categories of hardware included in the bid proposal, the detailed plan shall include:

- The point in time that the bidder believes that new configurations will replace each of the current configurations outlined in Section 3 and the projected lifecycle for the replacement hardware.
- The ability to guarantee pricing for all included hardware for the term of this contract taking expected changes in technology into account. The discounts included on the Price Schedules shall remain unchanged during the term of the contract unless or until prior approval is obtained from the State Contract Manager.
- As technology changes, it is expected that pricing for the Rugged IT Hardware will decrease. Bidders shall describe their plans for guaranteeing that the Using Agencies pay a price reflecting the changing market price for the procured hardware.
- Any reduction in cost the contractor receives must be immediately passed on to the Using Agencies.

4.4.4.5 SERVICES

In this section of the bid proposal the bidder shall describe its ability to provide the required services described in Sections 3.7.

4.4.4.5.1 WARRANTY SERVICES

Bidders must provide complete warranty services for the Rugged IT Hardware sold to the State. Bidders shall respond to the following items regarding warranty services:

- Provide a complete description of how the bidder's organization will meet the warranty requirements as established by the State. This description must include details with respect to organizational structure, staffing and locations.
- Provide a description of the training and certification required of personnel performing warranty services.
- State the response times to warranty claims that can be expected by the Using Agencies'.
- Identify any subcontractors that will be used to provide these warranty services, including how these subcontractors are selected and monitored while providing service on the bidder's behalf.
- Describe the plan for handling equipment defects, misconfigurations and failures.
- Describe any tools that may be used to monitor warranty service, including an automated tracking system to record warranty and service calls. Indicate if any of these tools have online capability for remote access.
- Describe how replacement parts will be handled and how the State will be protected regarding replacement parts in the event that a part is out of stock.

4.4.4.5.2 TECHNICAL SUPPORT

Bidders shall describe their ability to provide technical support. Bidders shall include:

- The point(s) of contact for problems and resolution management
- A description of technical support via phone
- The average hold time to answer inbound calls
- A description of technical support via email
- The average response time to email support requests
- A description of advanced technical support (above the level of a general, less-experienced user) via phone and email

- A description of the training and certification required of technicians for general and advanced levels of technical support
- Example quarterly service reports summarizing history, service trends and other relevant performance measures

4.4.4.5.3 CONTRACT REPORTING

Bidders should describe and provide sample reports to be used by the Division for contract management. These reports shall include contract activity reporting, warranty service and asset management. Bidders shall describe their reporting capabilities including the ability to deliver these reports through a website. As set forth in Section 3.5 of this RFP, bidders shall provide contract activity reports on at least a quarterly basis.

4.4.4.5.4 CONTRACTOR WEBSITE

Bidders shall describe their ability to provide and maintain an internet website that contains information regarding the product descriptions and services offered for those items included within the scope of this RFP.

Bidders shall describe the online quote and ordering capabilities via their website. Bidders shall provide examples of price quotations and purchase orders.

The bid proposal must include a description of the bidder's approach and capabilities to work with the State to enable the Using Agencies to place and track orders online. The proposal must include a description of the frequency with which the website will be updated. Bidders shall describe their ability to accommodate the State's anticipated implementation of the eCatalog application.

Bidders shall describe examples where they have worked with clients to limit the product ordering options so as to maintain compliance with the organization's standards, limit unauthorized upgrades and avoid unnecessary costs.

Bidders shall describe any tools that may be used to monitor website performance and ensure the State's required uptime.

4.4.4.5.5 IMAGING SERVICES

Bidders shall describe their ability to provide imaging services with a configuration specified by the Using Agency for computers purchased from their contract, including verification that the Using Agency provided the appropriate proof of licensure.

Bidders shall list and describe imaging service pricing per occurrence on the attached Price Schedules.

4.4.4.5.6 INSTALLATION SERVICES

Bidders shall describe their ability and approach to providing installation services, including set-up, vehicle mounting, installation, verification of successful working condition of the product(s) and removal of product packaging upon completion.

Bidders shall provide an all-inclusive hourly rate for installation services on the attached Price Schedules.

Bidders shall describe their capabilities to affix asset identification tags to each new piece of equipment purchased and installed, including documenting the identification number, product

location, Using Agency, end-user and other relevant information in an ASCII, Comma or Tab-delimited or Microsoft Excel electronic file.

4.4.4.5.7 HARD DRIVE CLEANING SERVICES

Bidders shall describe their ability to provide hard drive cleaning services for computers being replaced by items purchased on this contract.

Bidders shall describe their ability to provide the appropriate documentation and/or certification that hard drive(s) have been cleaned.

4.4.4.6 MOBILIZATION AND IMPLEMENTATION PLAN

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal a mobilization and implementation plan for the thirty (30) days following contract award that details the steps, resources required to implement a process that allows the State and Cooperative Purchasing Members to obtain quotes and to order Rugged IT Hardware and then implement the contract website ninety (90) days following contract award.

Upon contract awards, the Purchase Bureau will inform the awardees, through written or electronic communication, that they can commence the development of the website for the contract. All awardees will have up to ninety (90) days after contract award to implement the website. It is imperative that all awardees websites be operational and ready for use within ninety (90) days of the contract award.

Such implementation plan must include a detailed timetable for the implementation that demonstrates how the bidder will accomplish this requirement within the allotted timeframe.

NOTE: The bidder should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization and implementation period.

The bidder should submit a plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the mobilization and implementation plan.

4.4.4.7 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.

4.4.5 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)

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

4.4.5.3 CORPORATE INFORMATION

The bidder must provide a brief history and description of its company, including information on the number of years in business and the type of business. The bidder's response shall also include information such as the size of company, number of employees, the products and services offered, number of locations and amount of State business.

The bidder is required to describe how it expects to support its customers with distribution outlets and support centers. The bidder must identify all companies that will be involved in processing, handling or shipping products to the Using Agencies. Bidders must submit proof of technical staff certification. The bidder must provide information on its ability to meet the product and service demands under this contract for the Using Agencies.

For those bidders proposing to use resellers, the information shall describe how resellers will be utilized and the bidder's relationship with the resellers. Bidders shall also describe how the resellers are certified and how they are contractually bound to the pricing included as part of this bid proposal and how the resellers' sales will be accurately tracked and reported.

Bidders other than an OEM shall provide a letter of certification from the manufacturer naming the bidder as an authorized reseller/distributor of the manufacturer's products with the bid proposal. This information must include any specific products and/or services, within the scope of this RFP, the manufacturer does not allow the bidder to provide.

4.4.5.4 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.

4.4.5.5 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.

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.

4.4.5.6 SUBCONTRACTOR(S)

- a. **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.
- b. 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.
- c. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- d. 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.
- e. 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.
- f. Bidders are encouraged to utilize the services of small businesses in their subcontracting strategy.

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.

4.4.6 PRICE SCHEDULE

Bidders are requested to propose pricing on several different types of Rugged IT Hardware and related services for the State of New Jersey and the members of its Cooperative Purchasing Program. As stated in Section 1.1 of this RFP, the State's primary intent for issuing this RFP is to reduce the cost of acquiring Rugged IT Hardware and related peripherals for the State and the Cooperative Purchasing Partners. Even though multiple contract awards will be made under this RFP, where possible, the State will direct its Rugged PC related purchases to the qualified bidder with the lowest overall cost.

Pricing is requested for the configurations specified in Section 3 of the RFP. These configurations include the following:

- Vehicle-Mounted Rugged Computers
- Portable Rugged Computers

- Handheld Rugged Computers
- Rugged Printers

Bidders are also requested to provide pricing for the installation of vehicle-mounted rugged computers.

Bidders are required to submit their proposed pricing on the attached Price Schedule using the configurations, upgrades and services described in Section 3. Bidders will be required to include the pricing of these coverages for three (3), four (4) and five (5) year periods on the Price Schedules which are further described in Section 4.4.6. The Price Schedules are in a Microsoft Excel file that has been developed for direct input by the bidders. Bidders shall not make any changes to the file. Bidders may insert any additional information and/or comments directly on the lower portion of the Price Schedules. The Price Schedules are located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/06x38501.shtml>.

Bidders should refer to the Instruction section of the Price Schedules for additional information regarding the completion of the Price Schedules. Failure to submit all requested pricing information for those categories of Rugged IT Hardware included in the bid proposal may result in the bidder's proposal being considered materially non-responsive.

The Price Schedules also include an Upgrades section, which lists options and peripherals available for each major item of Rugged IT Hardware. When ordering hardware, if an upgrade is selected, it will serve as an upgrade thereby replacing a component that would have already been included in the price of the configuration selected. Therefore, it is expected that the price charged for the upgrade option will be equal to or less than the difference between the list price of the option upgrade and the list price of the included option in the stated configuration.

Bidders are not required to propose pricing for all categories of Rugged IT Hardware included within the scope of this RFP. Bidders will be able to choose the items on which they would like to propose. If a bidder proposes pricing for a certain item, such as the vehicle-mounted computer configuration, the bidder must provide pricing and any additional information for that entire item including the base model, upgrades, options and warranty services available for that configuration.

Bidders must propose the NJ required configuration as described in Section 3.0 of this RFP. The proposed configurations must be MIL-STD-810F certified. The NJ required configurations will be used for evaluation purposes. Bidders are allowed to include a pricelist of similar products that are below and/or above the required configuration to be considered. The bidder may include products in its pricelist that meet the MIL-STD-810F standard but are not certified. No additional configurations will be evaluated. Bidders shall not include any products or services excluded from this RFP. A product catalog containing all the products a bidder sells is not considered an acceptable pricelist.

The products and services bid and priced by the bidders shall be the only products and services available for purchase by Using Agencies on the contracts resulting from this RFP. Any products or services not bid and priced by the bidders shall not be available for purchase through any contracts resulting from this RFP. Contractors are cautioned that selling any products or services that have not been approved by the Director may result in contract termination.

Pricing will be evaluated based on a combination of price and discount. When completing the Price Schedules, bidders must submit a baseline or index price and the initial pricing level discount for those items. The baseline or index price shall be the manufacturer's suggested list price ("MSLP"). The discount must be in the form of a percentage from the baseline or index

price. The MSLP provided by the bidders must be objectively verifiable for each item included in the bidder's proposal. Bidders must provide information where the MSLP may be accessed or verified for the duration of this contract. The intent is to provide pricing based on a fixed percentage from a baseline or index so that pricing can be independently verified. **For the purpose of this RFP, bidders must use their pricelist in effect as of January 1, 2006.**

The contract price for Rugged IT Hardware shall be a fixed percentage discount from an objectively verifiable pricing standard. The fixed percentage shall remain firm for the term of the contract excluding special pricing offers. Pricing may decrease during the term of the contract in accordance with Section 4.1 of the Standard Terms and Conditions. Any decrease in the applicable baseline or index price during the contract period shall be passed on to the Using Agencies. The discount percentage proposed for each of the NJ required configurations for each brand will be the discount percentage applied to the products sold under the brand's product line. The percentage discount off the baseline or index price for all future configurations shall be the same as, or greater than, the percentage discount off the baseline or index price for each of the initial configurations and options included in this RFP.

At any time during the term of the contract, if the contractor sells the same products and/or services under similar quantities and delivery conditions to the general market, then state governments, counties, municipalities or districts thereof, at prices or discounts below those awarded under this contract, the contractor will immediately extend such lower prices or discounts to the State of New Jersey and Cooperative Purchasing Members.

The configurations included in the Price Schedules and in Section 3.0 of this RFP represent the technology required at the time this RFP was issued. These configurations will be used for evaluation purposes. While bidders are requested to propose on these specific configurations, Using Agencies will be allowed to purchase the full line of Rugged IT Hardware for the product category awarded to a bidder. For example, if a bidder receives an award for a brand of portable computer, Using Agencies will be allowed to purchase any portable computer model under that brand at the proposed discount level. The State and its Using Agencies must be able to continue paying the price obtained for these technology levels even as the configurations for those levels adjust with changing technology.

In addition to completing the Price Schedules, bidders should separately indicate any additional price incentives that may be available to the Using Agencies.

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 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/06x38501.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, 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 three (3) years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/06x38501.shtml>. If delays in the procurement process result in a change to 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) one-year periods, by the mutual written consent of the contractor and the Director.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR RESPONSIBILITIES

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

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

5.6 SUBSTITUTION OF STAFF

Not applicable to this procurement..

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 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

It is acknowledged by the State that the technology used and developed to provide products and services to the Using Agencies under this contract are proprietary and confidential to the contractor and no ownership rights shall be provided to the Using Agencies. However, the Using Agencies shall be entitled to use the products and services pursuant to the contract terms during the term of the contract, any extensions thereof and any transition period.

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

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 the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (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, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38501.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

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

NJ Standard Terms and Conditions are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38501.shtml>.

5.23.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions 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, 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 300% of total sales for the prior twelve months or \$100,000, whichever is greater, 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.

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

5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Not applicable to this procurement.

5.23 ADDITIONS AND SUBSTITUTIONS

The contractor may substitute or add products during the term of the contract provided that they are similar to existing models or are improved models that continue to fit within the category and applicable discount percentages. Contractor must provide pricing, discount percentage and complete technical specification sheets on the substituted equipment with the written substitution request. After the contract award, additions and/or substitutions may be allowed under the following conditions:

- a. Written requests must be sent to the buyer assigned at the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, detailing each product and/or service.
- b. The written request will be reviewed by the Division of Purchase and Property and Office of Information Technology.
- c. Added or substituted services and/or products must meet or exceed performance of the original product and/or service.
- d. The product and/or service must be compatible with the original contract product and/or service.
- e. The written submission requesting 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. The submission must also include the manufacturer's list price, the appropriate percent discount and the State's price. The contractor is required to identify the items being added and deleted.
- f. The request must be submitted on contractor's letterhead and must be signed by a representative of the firm.
- g. All substitutions must be approved, in writing, by the Director of Purchase and Property before being offered to any agencies or members of the Cooperative Purchasing Program.

5.24 PRODUCT RECALL

Contractors will assume full responsibility for prompt notification of the Director and the Using Agency of any product recall in accordance with any applicable state and federal regulations.

5.25 SPECIAL PRICING

If the contractor or manufacturer offers any special pricing or incentives during the contract period (For example, seasonal, inventory reduction, etc.), whether temporary or permanent, the contractor must make the special pricing or incentives available to all State agencies and participants in the Cooperative Purchasing Program, under the terms of this contract for any future procurement for a minimum of 90 days. Once the special pricing or incentives cease, the prices paid by the State agencies and Cooperative Purchasing Members will revert to the

previously approved prices. If special pricing or incentives cannot be made available by the contractor, the State reserves the right to place orders directly with the manufacturer or the State, at its discretion, may choose to cancel the contract.

The contractor must submit all product and pricing updates in writing to the Division before offering any such pricing to any Using Agency or Cooperative Purchasing Member. Prior to offering any revised pricing to any agency, the revised pricing must be submitted to and approved by the Division.

5.26 LEMON REPLACEMENT POLICY

If the contractor or contractor-designated repair facility cannot repair the product to conform to the manufacturer's specifications after three (3) repair attempts, the contractor must replace the product or reimburse the Agency for the full purchase price, whichever the Agency prefers (less any allowances to offset for the Agency's use of the product prior to the first repair attempt).

In order for this Lemon Replacement policy to be invoked by a Using Agency, all of the following must be true:

- The product must have been qualified as a "new" product.
- The product's problem must have been covered by the manufacturer's warranty.
- The problem(s) must substantially reduce the use or value of the product to the purchaser.
- The problem(s) were not caused by any abuse of the product.
- The contractor or designee must have made at least three unsuccessful repair attempts.

5.27 NON-COLLUSION

By submitting a signed bid proposal, the bidder certifies that it has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other vendor, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other vendor or competitor; and that the above statement is completely accurate under penalty of perjury.

5.28 CONNECTION OF COMPATIBLE PRODUCTS

The contractor must agree to permit the State to connect appropriate compatible products supplied by other contractors to any product procured from this contract. All contracted maintenance and services must continue without prejudice to the State as a result of the above connection. An end user appropriately connecting compatible peripherals to the products procured from the contract(s) awarded resulting from this RFP shall not void the manufacturer's warranty.

5.29 SECTION 508 OF THE REHABILITATION ACT OF 1973

Section 508 of the Rehabilitation Act of 1973, (29 U.S.C. 794 and 794d as amended in the Workforce Investment Act of 1998) requires that all electronic and information technology developed, procured, maintained or used by the Federal government be fully accessible by persons with disabilities. The provisions of the Assistive Technology Act of 1998, (P.L.103-218) expands the compliance requirements of Section 508 to all states that have received funding under the Assistive Technology Act.

The contractor must insure that its proposed solution is fully accessible to individuals with disabilities as defined in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

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

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.

Responses to the RFP will be evaluated by an Evaluation Committee. The following is a list of the major evaluation criteria, not in order of significance that will be used in the selection process:

- a. Bidder's Cost Proposal - For evaluation purposes, bidders will be rated and ranked according to the bid prices on the submitted Price Schedules for the Rugged IT Hardware specifications and upgrades as described in this RFP.
- b. Company Background and Experience – Bidders will be evaluated by the bidder's experience and past performance under similar contracts, its company background and its financial capability to undertake this contract.

- c. Breadth of Products and Services – The bidders must submit Product Specification Sheets for all products included in the bid, including mandatory configurations and breadth of product line.
- d. Pricing of Changing Technology – The State’s evaluation process will include a review of the bidder’s willingness to guarantee pricing with regard to changing technology, as described in Section 4.4.4.
- e. Company Capabilities – Bidders must show their ability to deliver the required and optional products and services to the Using Agencies, online price quotes, activity reporting, warranty services and other services included in Section 3.0

6.4 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.

6.5 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

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

The Evaluation Committee will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

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, confirming 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 or 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.

7.1.2 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/06x38501.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 of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

Contract awards shall be made with reasonable promptness by written notice to those responsible bidders, whose bid proposals, conforming to this RFP, 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 so to do.

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

This section supplements Section 3.3b of the NJ Standard Terms and Conditions, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38501.shtml>. A performance bond is required. The amount of the performance bond is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x38501.shtml>. The contractor must provide the performance bond within thirty (30) days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof. Within thirty (30) days of the anniversary of the contract effective date, the contractor shall provide proof to the Director that the performance bond in the required amount is in effect. Failure to provide such proof may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

For performance bonds based on a percentage of the total estimated contract price, the performance bond requirement is calculated as follows. For the first year of the contract, the performance bond percentage on the RFP signatory page is applied to the estimated total

contract amount for the full term of the contract. On each anniversary of the effective date of the contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFP performance bond percentage to the outstanding balance of the estimated amount of the contract price to be paid to the contractor.

In the event that the contract price is increased by amendment to the contract, the contractor may be required to provide, within thirty (30) days of the effective date of the amendment, performance bond coverage for the increase in contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth on RFP signatory page to the increase in contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

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.

**Advertised Bid Proposal
2006-X-38501**

Addendum #1 – Bid Opening Date Change / Electronic Questions and Answers

Microcomputers: Rugged Computers, Peripherals, Options & Related Services

Advertised Bid

Proposal Number: 2006-X-38501

Advertised Bid

Proposal Issue Date: 12/16/2005

Original Bid Opening

Date / Time: 2-03-2006, 2:00 PM Eastern Time

New Bid Opening

Date / Time: 2-22-2006, 2:00 PM Eastern Time

Set-Aside Category:

Partial Contract
Small Business Subcontracting
Category I, II, III

This addendum contains *all* vendors' questions received by the State regarding this procurement.

Question # 1: Discrepancy in delivery timeframe: one location indicates 2-15 days (Section 3.4, "Shipping and Handling"), another indicates 30 days. Which is it?

Answer: Section 3.4, "Shipping and Handling", describes the State's delivery requirements. The two (2) to fifteen (15) day shipping timeframe is correct. The 30-day reference on the Signatory Page is incorrect.

Question # 2: Page 7, Section 1.2 – What is the anticipated size of the contract and the frequency of ordering the State foresees?

Answer: The anticipated size of the contract is indicated in RFP Section 1.2, "Background", fourth paragraph, and the frequency of ordering is unknown.

Question # 3: Page 7, Section 1.1 (second paragraph) – What criteria is being used by the State to determine how the other two bidders in each category (other than Small Business) will be awarded?

Answer: The evaluation criteria is discussed in RFP Section 6.3. No additional information relative to the evaluation process is being provided at this time.

Question # 4: Page 7, Section 1.1 (last paragraph) – Clarify the type of sales data the State is requesting to view from the contractor's website.

Answer: The requirements of the contractor's website are specified in RFP

Section 3.6. The requirements for sales data are specified in RFP Section 3.5. The requested sales data information shall be submitted in a quarterly report. There is no requirement that sales data be kept on the contractor's website.

Question # 5: Page 8, Section 1.2 - How can we obtain additional information on the "Statewide Strategic Sourcing Initiative"?

Answer: Information about the State's Strategic Sourcing Program can be obtained on the web at <http://www.nj.gov/treasury/purchase/noa/contracts/t2330.shtml>.

Question # 6: Basic Systems specified for equipment are no longer available. Equipment is basic with upgrades included. RFP indicates we must provide pricing for upgrades if we are pricing the base unit. How should we handle this? Can we indicate in the upgrade included in base equipment?

Answer: Please refer to Section 3.3, "Rugged PC Configurations", Section 4.4.6, "Price Schedule" and the Price Schedule worksheets for instructions on how to complete a bid proposal. The bidder may propose configurations that exceed the configurations in Section 3.3, i.e., the configurations are *minimums* that must be satisfied.

The first paragraph of Section 3.3 is amended as follows: "The following listings indicate the minimum Rugged IT Hardware specifications required by the State and Using Agencies that are within the scope of this RFP:"

The last paragraph of Section 3.3 is amended to read: "For the configurations shown above, bidders must submit a configuration that meets or exceeds the required configuration. Bidders may also submit other configurations from the same manufacturer and product line. The award based on the State-provided configuration will include any other proposed configurations for the same manufacturer and product line, unless explicitly excluded in the award."

Question # 7: In reviewing the specifications for the Handheld, the requirements are highly suggestive of the Panasonic Toughbook P1. In our research, it appears that the Itronix GoBook Q200 (Itronix is now owned by General Dynamics) is an equivalent unit (meeting/exceeding nearly all specifications), but does not share a couple of similarities to the Panasonic unit. Will you consider amending the requirements to enable the Q200 to be an acceptable unit for this contract? Requested changes are Windows.CE.Net 4.2 as an alternative Operating System and PCMCIA Slot and/or Compact Flash Slot as an alternative for SD Card Slot (Secure Digital).

Answer: In each of the three (3) configurations in RFP Section 3.3, the row for operating system is deleted. The State affirms the operating system requirement contained in RFP Section 3.2.b specifying Microsoft Windows.

Question # 8: Page 13, Section 2.2 – Vehicle-Mounted Rugged Computer says "mounted on dash". Can this language be changed to include "and/or against the dash"?

Answer: The requirement says, "...the display is mounted to the dashboard or overhead..." The State affirms all the requirements as cited in the definition of a

Vehicle-Mounted Rugged Computer under RFP Section 2.2.

Question # 9: Page 14, Section 3.2.a – Mil-STD-810F standards for altitude and drop should not apply to Vehicle Mounted computers.

Answer: The State affirms the requirements cited in RFP Section 3.2, which apply to Vehicle-Mounted Rugged Computers.

Question # 10: Page 14, Section 3.2.a – What kind of certification will the State require to show that the proposed product meets military spec MIL-STD-810F?

Answer: Certification that a proposed product meets MIL-STD-810F shall be provided in the form of documentation of the testing process and the tests results specifically indicating that the subject device meets each of the required tests. The documentation must feature the signature and date that the test engineer/technician certified the test data.

Question # 11: Page 15, Section 3.3, Vehicle-Mounted Rugged Computer Configuration – Will this mounted solution need to be "undocked" and come out of the mount? If yes, must it be a rugged solution when "undocked"?

Answer: The vehicle-mounted rugged computer, as specified in the RFP, does not come out of the mount, or "undocked", for use. The vehicle-mounted rugged computer must be removable from the mount for maintenance and/or repair. The unit must be a rugged solution in order to be considered a valid bid proposal.

Question # 12: Page 15, Section 3.3, Vehicle-Mounted Rugged Computer Configuration – Will a keyboard be needed?

Answer: Yes.

Question # 13: Page 15, Section 3.3, Vehicle-Mounted Rugged Computer Configuration – Will the State define all the minimum specification requirements? Why is video listed?

Answer: As amended by question 3 above, the specifications for the Vehicle-Mounted Rugged Computer Configuration listed on page 15 are the minimum configuration requirements. A video controller and video memory are listed in the Vehicle-Mounted Rugged Computer Configuration in order to ensure an image can be sent to the computer's display.

Question # 14: Page 15 – We can provide a 3-piece vehicle-mounted rugged computer configuration. Will the State accept a 3-piece configuration including the dash-mounted screen and keyboard and a removable laptop mounted in the trunk?

Answer: Yes.

Question # 15: **Page 16, Section 3.3, Portable Rugged Computer Configuration – As an alternative to the rugged configuration, vendor proposes to specify a semi-rugged configuration that offers tremendous cost savings while not compromising durability.**

Answer: A configuration must be bid that meets the State's configuration requirements as documented in RFP Section 3.3 in order for the bid proposal to be considered responsive. The bidder may propose additional computers that are "semi-rugged" in its proposal, which may be included in an award for a product that meets the State's minimum configuration requirements.

Question # 16: Page 16, Section 3.3, Portable Rugged Computer Configuration – Vendor requests that the State allow alternatives to the touch screen specification.

Answer: The State affirms its specifications regarding the display under Section 3.3.

Question # 17: Page 16 – With regard to the display configuration, will the State accept a 12.1 inch display as well as a 13.3 inch LCD?

Answer: The Portable Rugged Computer Configuration in RFP Section 3.3, "Display", is changed to 12.1" instead of 13.3". All other Portable Rugged Computer Display requirements including upgrades remain the same.

Question # 18: Page 17, Section 3.3, Rugged Printer Configuration – Vendor requests that the State allow a portable inkjet printer in place of a thermal printer.

Answer: No.

Question # 19: Page 17, Section 3.3, Rugged Printer Configuration – Will this printer need to be mounted? If so where will it mount?

Answer: Unless specified by the Using Agency, the printer does not need to be mounted to the vehicle. If the Using Agency specifies in its purchase order that a printer must be mounted to the vehicle, the same restrictions for Vehicle-Mounted Rugged Computers applies to printers.

Question # 20: Page 17, Section 3.3 (last paragraph) –The State's requirement that products be shipped within 2 to 5 days after order is received is not reasonable. Normal manufacturer lead times are 4-6 weeks

Answer: See response to question 1.

Question # 21: Page 18, Section 3.6 –This whole section needs to be more clearly defined. Given the nature of the rugged computer line (options, model configurations, mounting hardware, etc.) it may make sense to allow only certain items to be purchased online. We would also like to request an extension of 60 days for the website to be operational after the award. Other factors that need to be addressed are security, authorization, viruses, etc. Another concern is the ability for agencies to modify quotations. There needs to be a check and balance system in place, prior to any changes to quotes. Quotes will only be valid for 90 days based on model availability.

Answer: In the first paragraph under RFP Section 3.6, the text reads, "...within thirty (90) days..." Through this addendum, the text is corrected to read, "within ninety (90) days." Therefore, the contractor's website must be established and

operating within ninety (90) days of contract award. The State affirms all of the other requirements under RFP Section 3.6.

Question # 22: Page 19, Section 3.6 (eCatalog) – Please clarify who is responsible for getting the eCatalog operational and how it works.

Answer: The State will be responsible for implementing the eCatalog application. Once it is operational, contractors opting to participate in the eCatalog program will have to comply with technical specifications yet to be determined.

Question # 23: Page 20, Section 3.7, Service Requirements – Is the State requesting statewide service calls by a technician for mounting component troubleshooting/replacement or is depot service suitable?

Answer: As described in Section 3.7.1, "Warranty Services", "The first contact to diagnose a technical or warranty problem would be directed to a helpdesk... If the problem cannot be resolved during the first call to either the Using Agency's or contractor's helpdesk, an onsite visit may be requested." Depot service is not suitable.

Question # 24: Page 20, Section 3.7.1, "Warranty Services", fifth paragraph beginning "The State requires..." –

Since the State requires "reloading of all software, system validation and certification", vendor requests that the State define the software applications that will be installed on the Handheld Rugged Computer, and which system integrators the State has worked with in the past that understand and support these specific software applications.

Answer: Please refer to Section 3.7.3.2 Imaging Services for the State's software and imaging requirements. The Using Agency shall provide the contractor with the image to be loaded. It shall be the Using Agency's responsibility to maintain the image disk with the appropriate Rugged PC configuration.

Question # 25: Page 22 Section 3.7.3.1 – In this and other sections of the RFP you request that pricing for services be submitted as hourly but in the header of the pricing spread sheet you indicate that both hourly and occurrence is suitable. Please clarify.

Answer: Pricing for services shall be submitted as cost per hour. Price Schedules have been updated to reflect the correct information. The bidder should be certain to submit the correct price schedules with its proposal.

Question # 26: Page 20, Section 3.7.1 – Can the contractor just repair any defective parts or do they have to replace them?

Answer: Defective parts shall be replaced. Defective units shall be repaired by replacing its composite parts until the unit can no longer be repaired, at which time the defective unit must be replaced.

Question # 27: Page 22, Section 3.7.3.1 – Can this language be changed to "mutually agreed upon installation date between the contractor and the agency"?

Answer: The requirement states, "...on a mutually agreed upon installation date." The second sentence in the first paragraph is changed to, "Installation services must be available across the State and must be provided on a date mutually agreed upon by the Using Agency and the contractor."

Question # 28: Page 23, Section 3.8 – Please define what is “modifiable” by an agency on a vendor’s quote.

Answer: There is no mention of “modifiable” under RFP Section 3.8.

Question # 29: Page 24, Section 3.8.3.2 – The agency must get prior approval from the contractor for any returns. Some exceptions for full credit may apply.

Answer: The State affirms the specifications listed under RFP Section 3.8.3.2 and will not modify them to require prior approval from the contractor or for exceptions for full credit. Any Using Agency that properly follows the specifications under RFP Section 3.8.3.2 shall receive a full credit and not incur a restocking fee.

Question # 30: PAGE 29, SECTION 4.4.4.1, MANAGEMENT OVERVIEW – ARE THERE ANY PREFERRED SYSTEM INTEGRATORS OR RESELLERS THAT ARE SPECIFIED FOR NEW JERSEY?

Answer: The State does not have preferences for the vendors with which it deals.

Question # 31: Page 32, Section 4.4.4.5.6, Asset Tags – Does the State intend to tag components of the mounting solution, or just the computers and monitors? Also, it is assumed that the RFP is referring to a state system for tracking of assets. Will tagging apply to only State of NJ purchases and not to other cities and counties who purchase from the contract?

Answer: Mounting hardware will not require tagging. Tagging of computer components will vary depending on the Using Agency. It should not be assumed that only the State will require tagging, nor should it be assumed that there is a State system for tracking of assets. Tracking of assets will be specific to each Using Agency. As stated in Section 4.4.4.5.6, Installation Services, "Bidders shall describe **their** capabilities to affix asset identification tags to each new piece of equipment purchased and installed..." [emphasis added]

Question # 32: Page 45, Section 5.29, Section 508 of the Rehabilitation Act of 1973 – Section 508 has three basic evaluation tables (1194.24, 1194.25 and 1194.26) to certify products as “fully accessible by persons with disabilities.” For Handheld Rugged Computers, should the bidder use Section 508 Table 1194.25, “Self-Contained, Closed Products” as the template under which we should evaluate and certify our product offering? We would submit this completed table as part of our RFP response.

Answer: While the bidder is not required to submit any information regarding Section 5.29, it is incumbent upon the bidder to be certain any products proposed comport with this RFP section.

Question # 33: Is the State interested in a trade-in or a buy back program for the old equipment?

Answer: The State has an established process for disposing of excess and surplus property. For the members of Cooperative Purchasing, a trade-in or buy-back program may be appropriate. Therefore, the bidder may include a trade-in or buy-back program in its bid proposal. If the bidder does not include such a program in its bid proposal, it will not be permitted to add such a program should a contract be awarded.

Question # 34: Will the State release the weight of the evaluation criteria before award?

Answer: The State does not release the weight of the evaluation criteria prior to the bid opening.

Question # 35: Will the State consider offers with one discount for the base configuration and its replacements and another for other eligible models?

Answer: No, the discount percentage applies to all models proposed for a required configuration.

Question # 36: Are there any small business goals bidders and winning vendors are required or requested to meet?

Answer: Yes. The small business goals for bidders are described throughout the RFP. The RFP does not present or impose small business goals for awarded bidders.

Question # 37: What is the estimated value of this contract?

Answer: Please refer to question #2.

Question # 38: Do the requirements of N.J.S.A. 52:34-13.2 apply to this contract?

Answer: As stated in RFP Section 7.1.2.1, all contracts that include services are subject to the referenced statute. Since this contract includes services, N.J.S.A. 52:34-13.2 is applicable.

Question # 39: With the multiple of extensions of RFP 06-X-38425, will the State extend this RFP to allow not only the State more time to evaluate the first RFP, but to allow bidders the full time before evaluation would begin?

Answer: The bid opening date has been moved to February 22, 2006, 2:00 PM Eastern Time.

All potential bidders are reminded that the bid opening date and time have been changed to:

Date	2/22/06
Time	2:00 PM, Eastern Time