Bids will be due on **Monday, October 7, 2013 at 2 p.m.**

Important: This proposal must be received at or before the opening time and date stated above. Late proposals will not be accepted. Return proposal to:

The College of New Jersey  
Office of Finance & Business Services, Purchasing Dept.  
Administrative Services Building, Room 201  
2000 Pennington Road  
P.O. Box 7718  
Ewing, New Jersey 08628-0718  
609-771-2495

---

**PURPOSE AND INTENT OF PROPOSAL:**

Solicit proposals for a vendor to provide an upgrade to the campus telephone and voicemail systems.

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**INSTRUCTIONS TO BIDDERS FOR COMPLETING THIS PROPOSAL**

1. Read the entire proposal, including all terms and conditions and specifications.
2. All prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit and/or total prices must be initialed by the bidder.
3. **THIS PROPOSAL IS TO BE SIGNED BELOW (LINE 17).**
4. Proposal prices shall include delivery of all items F.O.B. destination or as otherwise provided.
5. Address all inquiries and correspondence to the buyer at the email, phone or address shown above.
6. Email/telephone/facsimile proposals are not acceptable.
7. All instructions must be followed and signatures must be provided for proposal to be accepted.

---

**MANDATORY TO BE COMPLETED BY VENDOR**

8. Payment discount terms:______________________________
9. Prices quoted are firm through issuance of contract until the following date___________________________
10. Your Federal I.D. Number (FEIN):________________________
11. Company Name:______________________________________
12. Vendor fax number:___________________________________
13. Print Name:__________________________________________
14. Email Address:_______________________________________
15. Title:________________________________________________
16. Date:________________________________________________

---

17. **ORIGINAL SIGNATURE OF BIDDER (MUST BE SIGNED)**

Signature of the bidder attests that the bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in the request for proposal unless otherwise stated in writing and submitted with the proposal.
Please place the following advertisement in the Legal Section of Classified Advertising. Please ensure that the invoice and Affidavit for this advertisement is prepared and forwarded to The College of New Jersey, Office of Purchasing, Administrative Services Building, Room 201, P.O. Box 7718, Ewing, NJ 08628-0718.

To be published on September 9, 2013. Contact person regarding placement of ad is Roselle Horodeski (609) 771-2495.

ADVERTISEMENT FOR BIDS

Under the provisions of the State College Contracts Law, Chapter 64 of Title 18-A, The College of New Jersey is soliciting proposals for a upgraded campus telephone and voicemail system (AB140004).

The College will accept sealed bids until 2:00 p.m., Monday, October 7, 2013 at the Office of Finance & Business Services, The College of New Jersey, 2000 Pennington Road, Administrative Services Building, Room 201, Ewing, NJ 08628-0718, at which time the proposals will be publicly opened and read. Copies of the bid documents may be obtained via our website (www.tcnj.edu/~budfin/bids.html).

At 2:00 P.M. all bids will be publicly opened and read in Room 203 of the Administrative Services Building.

A strongly encouraged pre-bid conference/on-site inspection is scheduled on September 13, 2013 at 10:00 A.M. in Room 203 of the Administrative Services Building, located on The College’s Ewing Township, New Jersey campus on Route 31 (Pennington Road).

Bidders required to comply with the requirements of P.L. 1975 (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27)
The College of New Jersey
The Office of Finance & Business Services, Department of Purchasing
Administrative Services Building, Room 201
2000 Pennington Road
P.O. Box 7718
Ewing, New Jersey 08628-0718

1) **PURPOSE AND INTENT:**
   
a) The purpose of this Request for Proposal (RFP) is to secure a vendor to provide an upgrade to the campus telephone and voicemail systems.

b) The College will award the contract within sixty (60) days from the date of the proposal opening. The College reserves the right to reject any and all proposals. In the event that proposals are rejected, the College may elect to re-bid this contract, if it is deemed to be in the best interest of the College.

c) The College retains the right to award contracts to two or more vendors in the event it is determined to be in the best interest of the College.

d) The College retains the right to waive any informality or to reject any or all bids or to cancel this solicitation without obligation and for any reason, in part or in its entirety.

2) **DEFINITIONS:**
   
a) **Addendum** – Written clarification or revision to this RFP issued by The College of New Jersey Purchasing Department.

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

c) **The College or College or TCNJ** – The College of New Jersey

d) **Contract** – This RFP, any addendum to this RFP, and the bidder’s proposal submitted in response to this RFP, as accepted by the institution.

e) **Contractor** – The bidder awarded a contract resulting from this RFP.

f) **The Institution(s)** – Any of higher education institution within the State of New Jersey.

g) **May** – Denotes that which is permissible but not mandatory.

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

i) **Should** – Denotes that which is recommended but not mandatory.

j) **State** – State of New Jersey

k) **Bid** – Response submitted by bidder in response to a publicly issued solicitation.

l) **RFP or Request for Proposal** – Document outlining a scope of work, specifications, etc. inviting potential bidders to submit a proposal to provide such products and/or services.
3) **PROPOSAL/BID PREPARATION AND SUBMISSION**

**Questions:**
All questions must be submitted in writing via email (horodesk@tcnj.edu) to Roselle Horodeski, Finance & Business Services, The College of New Jersey, no later than September 18, 2013 at 4 p.m.
Should any questions be received, an addendum will be posted on the Office of Finance & Business Services website (www.tcnj.edu/~budfin/) no later than September 20, 2013 at 2 p.m. **If an addendum is posted, it MUST be attached to each vendor’s proposal prior to submission.**

**PRE-BID MEETING AND SITE INSPECTION:** The College will hold a pre-bid meeting for all interested bidders to attend for a site inspection. The purpose of this meeting or inspection is to provide the interested bidder the opportunity to present questions and see the institution’s facilities where the services are to be performed. The College may not accept a proposal from a bidder that failed to attend the pre-bid meeting for a site inspection.

**Submission:**
Each bidder submitting a proposal will deliver or cause to be delivered the required elements of the proposal package, sealed in an envelope and clearly marked as a proposal with its bid number affixed thereto, to:

**THE COLLEGE OF NEW JERSEY**
The Office of Finance & Business Services, Department of Purchasing
Administrative Services Building, Room 201
2000 Pennington Road
P.O. Box 7718
Ewing, New Jersey 08628-0718

**Bid Opening:** Monday, October 7, 2013 at 2:00 p.m.

**Signature:**
The cover page of the RFP, with lines 8 through 17 completed, **and must be signed by an authorized officer** of the bidding firm and returned with the proposal. Failure to comply with this requirement or failure to provide all requested data, price schedules, signatures, etc. will result in rejection of the proposal.

**Vendors should submit three (3) complete copies of the proposal.**

**Addenda:**
All addenda to this RFP will become part of the RFP and part of any contract awarded as a result of this RFP.

**Cost Liability:**
The College 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.

**Contents of Bid Proposal:**
Subsequent to bid opening, all information submitted by bidders in response to the RFP 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 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 institutions reserve 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 institutions will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

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

All bid proposals, with the exception of information determined by the institutions or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can contact The College of New Jersey Purchasing Department to inspect bid proposals received in response to this RFP.
Pricing:
All pricing should be indicated on the cost sheet as provided.

Energy Star energy efficient products: On April 22, 2006, Governor Jon Corzine signed Executive Order #11 stating that The New Jersey State government should assume a leadership role in promoting the efficient use of energy and natural resources in the interest of long-term protection and enhancement of our State's natural beauty. To meet this requirement, vendors, including designs by architects and engineers, shall provide pricing for Energy Star energy efficient products when applicable. For products that do not have ENERGY STAR labels, vendors shall follow guidelines established by the New Jersey Clean Energy Program and/or requirements set forth in Executive Order #11.

Substitutions
The bidder may include in their bid substitute materials or equipment or methods in lieu of those specified in the contract documents, but they do so at their own risk. Any substitution must be equal in type, function and quality to the item required in the contract.

No bidder is allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. This may be cause for automatic rejection of bid.

Multiple Bids Not Allowed
No bidder is allowed to submit more than one bid from an individual, firm, partnership, corporation or association under the same or different name. This may be cause for automatic rejection of each bid.

Bid Withdrawal:
A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made in writing to The College Director of Purchasing. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place designated. Once bids have been opened, the bidder runs the risk of forfeiting their bid bond.

Submitted bids shall be valid for at least a period of (60) days to allow for sufficient time for bid evaluation and contract award.

Mandatory Submittals:
Documents/submissions that must be provided WITH the bid submission:

- Business Registration Certificate - Vendors conducting business with any State agency including The College of New Jersey will be required to be registered with the New Jersey Division of Revenue. The vendor will be required to submit, as part of a public bid or prior to issuing a purchase order, a Business Registration Certificate issued by the Department of Treasury, Division of Revenue, with the State of New Jersey.
- Stockholder Disclosure Form
- Non-Collusion Statement
- Source Disclosure Certification: For all procurements that are “primarily” for services, the vendors must comply with N.J.S.A 52:34-13.2 (also known as Executive Order 129) and file a source disclosure certification with the agency. It is the agency’s responsibility to determine if the vendor complies with N.J.S.A. 52:34-13.2. In order to be in compliance, all services provided to the College, must be performed within the United States.
- BID SECURITY AND STATEMENT OF SURETY: If requested in the RFP, the bidder must provide a bid bond and a statement of surety with the bid proposal.
- THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT CERTIFICATE - If the RFP is for a public works project, the Bidder shall submit with the proposal the bidder’s Public Work Contractor Registration Act Certificate. Failure to submit a copy of the certificate may be cause for rejection of the proposal.
- Vendor Qualifications form

Documents/Submissions that must be provided before contract award:

- AFFIRMATIVE ACTION: The bidder is required to submit a copy of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). See the RFP attachment titled Affirmative Action.
- CERTIFICATE OF INSURANCE: The bidder is required to submit proof of liability insurance in accordance with The College’s Terms and Conditions. See attachment titled Terms and Conditions.
• P.L. 2005, Chapter 51 / Executive Order 117 - Contractor Certification and Disclosure of Political Contributions:

• In order for your proposal to be accepted and deemed valid, your company/firm will be required to comply with the requirements of Chapter 51 and Executive Order 117. Enclosed are the requirements of Ch. 51 and EO 117, the forms for Certification and Disclosure. The contract that will be generated based on this RFP cannot be awarded without approval of the Certification and Disclosure forms by the State of New Jersey, Department of Treasury.

• All applicable licenses, certificates, and requirements specified in the scope of work, contract documents and specifications.

4) **CONTRACTUAL TERMS**

   a) Contract administration: The vendor will coordinate all work schedules or deliveries with Brad Coburn at (609) 771-2319, once the contract is awarded.

   b) Term of contract shall commence with the formal date of award.

   c) Proposals will include shipping F.O.B. Destination.

   d) The College obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.

   e) The vendor must comply with the delivery date as specified in the contract. Failure to comply may result in the termination of the contract.

   f) All deliveries will be made during regular working hours, 8:30 a.m. to 4:30 p.m. Monday through Friday. Changes thereto must be granted with written approval by the College.

   g) The vendor will be responsible for the delivery of products in first-class condition at the point of delivery and in accordance with good commercial practices.

   h) Order of Precedence: 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 Notice of Award. Unless specifically stated in this RFP, the Special Contractual Terms and Conditions of the RFP and addenda take precedence over the College’s Standard Terms and Conditions.

   i) 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 of the contract.

   j) If awarded a contract your company/firm will be required to comply with the requirements of P.L. 1975 C.127. (NJAC 17:27).

5) **PROPOSAL EVALUATION:**

Evaluation committee - Bid proposals may be evaluated by a committee composed of members of the institution Unit/Department responsible for managing the service, the institution’s Purchasing Department and other institution employees.

Proposals will be judged on the following criteria unless otherwise indicated in the scope of work:

a) Experience of the vendor in the commodity being bid.

b) The ability of the vendor to efficiently, accurately, and successfully perform the required services essential to this contract. The vendor's performance history with regards to these services will be used in the evaluating whether or not to award the contract to that vendor.
c) A vendor's response to all specification requirements in sufficient detail for the evaluator(s) to analyze the proposal and make sound judgments about it.

d) Price. The College of New Jersey reserves the right to evaluate price(s) and award contracts, based on the present worth analysis when it is determined to be in the best interest of the College. Vendors should submit prices exactly as instructed. The College reserves the right to request all vendors to explain the method used to arrive at any or all prices. The College reserves the right to require bidders to provide a schedule of values of their bid price upon request. If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between unit price and extended price and the bidder’s intention is not readily discernible from other parts of the bid proposal, the Director of Purchasing may seek clarification from the bidder to ascertain the true intent of the bid. The College reserves the right to waive any technical or formal defects found in the RFP submission.

e) Oral presentation and/or Clarification. A bidder may be required to give an oral presentation to the institution concerning its bid proposal. The institution may also require a bidder submit written responses to questions regarding the bid proposal. The purpose of such communication with bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify its bid. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way.
Request for Proposal:

Hybrid PBX Telephone System

SUBMIT PROPOSAL TO:

The College of New Jersey
Roselle Horodeski, Purchasing Department
The Office of Finance & Business Services
Administrative Services Building, Room 201
2000 Pennington Road
PO Box 7718, Ewing, New Jersey 08628-0718
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1. Background and Purpose

The College of New Jersey (TCNJ, The College) seeks a complete upgrade to the campus telephone and voicemail systems using a hybrid solution supporting digital and Voice-over-IP environments. The new system should be of high quality, modular, and should be able to scale to our needs for years to come to ensure the capital investment is flexible in adapting to future changes in technology. A comprehensive disaster avoidance/survivable configuration should be part of the system. Security for the system should be part of the installation. On-campus digital and analog stations will use existing copper infrastructure with future movement toward VoIP as our network allows. System and application components (PBX, ACD, Messaging, Call Accounting) shall be premise-based.

The project will include administrative and field technical training in ongoing moves/add/changes/system monitoring/maintenance for technical and administrative staff members.

On-site end-user training, with distribution of user guides (electronic and printed form) for both the new desk set and messaging application features should also be provided.

Existing equipment includes a two-node Siemens 9751 Model 70 PBX and six-node Phonemail cluster. The 9751 Node 1 and all six nodes of Phonemail are co-located in the Green Hall data center. A direct connect fiber INL provides connectivity to the 9751 Node 2 located in the Cromwell data center. New main system hardware (PBX and voicemail) must fit within current physical space located in the Green and Cromwell data centers.

Preference will be given to the Respondent providing a comprehensive, cost-effective solution, implemented by a single-vendor, for current specifications, future technology and capacity requirements, and ongoing service and support. The Respondent must provide documentation that they are financially viable, capable of sustained ongoing support and development of the products proposed.

2. References/Definitions/Conventions

2.1 ACD – Automated Call Distribution;

2.2 ADA ; Americans with Disabilities Act;

2.3 AMIS – Audio Messaging Interchange Specification; Protocol for analog, in-band transfer of voice messages.

2.4 ANI – Automatic Number Identification;

2.5 BET – Building Entrance Terminal; Incoming underground cable termination equipment providing fusible link and surge suppression modules for protection of both cable and connected system electronics.

2.6 CALEA - Communications Assistance for Law Enforcement Act; United States wiretapping law passed in 1994, to enhance the ability of law enforcement and intelligence agencies to conduct electronic surveillance by requiring that telecommunications carriers and manufacturers of telecommunications equipment modify and design their equipment, facilities, and services to ensure that they have built-in surveillance capabilities, allowing federal agencies to monitor all telephone, broadband internet, and VoIP traffic in real-time.

2.7 CCU – Call Collection Unit;

The College of New Jersey, Telecommunications Technical Specifications
August, 2013
<table>
<thead>
<tr>
<th></th>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.8</td>
<td>CDR</td>
<td>Call Detail Record;</td>
</tr>
<tr>
<td>2.9</td>
<td>CO</td>
<td>Central Office;</td>
</tr>
<tr>
<td>2.10</td>
<td>COS</td>
<td>Class of Service;</td>
</tr>
<tr>
<td>2.11</td>
<td>COT</td>
<td>Central Office Trunk;</td>
</tr>
<tr>
<td>2.12</td>
<td>CTI</td>
<td>Computer-Telephony Integration;</td>
</tr>
<tr>
<td>2.13</td>
<td>DID</td>
<td>Direct Inward Dial;</td>
</tr>
<tr>
<td>2.14</td>
<td>DNIS</td>
<td>Dialed Number Identification Service;</td>
</tr>
<tr>
<td>2.15</td>
<td>DTMF</td>
<td>Dual-Tone Multi Frequency;</td>
</tr>
<tr>
<td>2.16</td>
<td>E911</td>
<td>System to provide additional, detailed location data to emergency services for the purposes of locating the caller.</td>
</tr>
<tr>
<td>2.17</td>
<td>GUI</td>
<td>Graphical User Interface; unless otherwise qualified, this is typically considered a workstation platform-specific software component as opposed to a web-based facility.</td>
</tr>
<tr>
<td>2.18</td>
<td>IMAP</td>
<td>Internet Message Access Protocol; Protocol for e-mail client access to e-mail stored on remote servers.</td>
</tr>
<tr>
<td>2.19</td>
<td>IP</td>
<td>Internet Protocol;</td>
</tr>
<tr>
<td>2.20</td>
<td>IVR</td>
<td>Interactive Voice Response;</td>
</tr>
<tr>
<td>2.21</td>
<td>LDAP</td>
<td>Lightweight Directory Access Protocol;</td>
</tr>
<tr>
<td>2.22</td>
<td>MAC</td>
<td>Moves, Adds and Changes;</td>
</tr>
<tr>
<td>2.23</td>
<td>OSI Model</td>
<td>Open Systems Interconnection model; 7-layer conceptual model of a computer internetwork.</td>
</tr>
<tr>
<td>2.24</td>
<td>PC</td>
<td>Personal Computer; Unless otherwise described, presumed to mean a desktop computing platform running the Windows operating system.</td>
</tr>
<tr>
<td>2.25</td>
<td>PoE</td>
<td>Power over Ethernet;</td>
</tr>
<tr>
<td>2.26</td>
<td>PRI</td>
<td>Primary Rate Interface;</td>
</tr>
<tr>
<td>2.27</td>
<td>PS/ALI</td>
<td>Private Switch/Automatic Location Identification;</td>
</tr>
<tr>
<td>2.28</td>
<td>PSAP</td>
<td>Public Safety Answering Point; Call center responsible for answering calls to an emergency telephone number for police, firefighting, and ambulance services.</td>
</tr>
<tr>
<td>2.29</td>
<td>PSTN</td>
<td>Public Switched Telephone Network;</td>
</tr>
<tr>
<td>2.30</td>
<td>QoS</td>
<td>Quality of Service;</td>
</tr>
<tr>
<td>2.31</td>
<td>SIP</td>
<td>Session Initiation Protocol; Protocol for signaling communications in support of multimedia communications sessions over IP networks.</td>
</tr>
<tr>
<td>2.32</td>
<td>SMTP</td>
<td>Simple Mail Transport Protocol; Internet standard protocol for transferring e-mail across IP networks.</td>
</tr>
<tr>
<td>2.33</td>
<td>SLA</td>
<td>Service Level Agreement;</td>
</tr>
</tbody>
</table>
2.34 SNMP – Simple Network Management Protocol;
2.35 TAPI – Telephony Application Programming Interface;
2.36 TCNJ – The College of New Jersey;
2.37 TDD – Telephony Device for the Deaf;
2.38 TDM – Time Division Multiplexing;
2.39 TTS – Text to Speech;
2.40 TUI – Telephony User Interface;
2.41 UI – User Interface;
2.42 USB – Universal Serial Bus;
2.43 VoIP – Voice over Internet Protocol;
2.44 VPIM2 – Voice Profile for Internet Mail, version 2; Protocol for handling voicemail messages over IP networks.

3. Objectives
3.1 Adhere to telephony industry standards.
3.2 Extract existing extension and application configurations and apply them accordingly to new system configurations.
3.3 Utilize the existing copper infrastructure for existing digital and interior and exterior analog stations, providing service over a single pair of wire.
3.4 Support analog, digital, and IP phone devices, as well as soft phone clients for multiple desktop and mobile platforms.
3.5 Provide a robust, full feature set across digital and IP endpoints, as well as soft phone clients on multiple platforms.
3.6 Support Caller ID (name and number) for both incoming calls and outbound calls, including station-to-station calls.
3.7 Support common telephony applications, providing the same functionality across all communication platforms (digital, analog, IP, desk set, soft phone, mobile device).
3.8 Support modular growth in capacity and feature functionality.
3.9 Provide standby redundancy of core systems, and survivability of primary communications paths to reduce down time.
3.10 Provide UPS-protected backup power, with transfer switch and connection to existing generator circuit at main system equipment locations.
3.11 Provide an optional solution for business continuity and disaster recovery.
3.12 Provide a common interface, GUI- and/or Web-based, for managing all telephony systems and endpoint configurations. Management tool should have the capability of being installed on multiple work stations on-site and be securely accessed remotely from off-campus.
3.13 Provide technical support for the entire proposed solution, both pre-, during, and post-
installation, as well as ongoing, for all installed applications. Respondent’s resource infrastructure must provide a single point of contact. Services available from the Respondent must include:

3.13.a Quality assurance process for delivery of services
3.13.b Installation and integration of services including project management and training
3.13.c Availability of support 24 hours a day, seven days a week through a help desk infrastructure and online support
3.13.d On-site maintenance services
3.13.e System and device software and/or firmware updates, including updates and patches for operating systems and applications
3.13.f Professional services

Respondent should provide a negotiable SLA document for review, detailing support types, levels and timeframes, and response times for system- and customer-initiated service calls.

3.14 Provide coordination between and system technical support for carrier service connections

3.14.a Assess whether existing carrier services can be connected to the proposed system.
3.14.b Provide system technical support for the connection of existing or new carrier services.
3.14.c Provide system technical support for the tandem connection of existing PBX system.

3.15 Design to include security for the system and any additional devices needed which would allow for both on-site and remote management.

3.16 Design to include ACD solution for time-of-day routing of calls and call processing front-ends.

3.17 CALEA compliance must be included as part of the initial solution and thereafter covered under maintenance.

3.18 On-site training and user guides for end-users.

3.19 Training and documentation for 5 system administrators.

3.20 Training and documentation for 4 system technicians.

3.21 Clean up of switch room cabling in Green Hall and Cromwell Hall data center facilities.

3.22 Provide optional solutions and pricing for an auto-attendant, voice recognition system.

3.23 Provide solutions and pricing for on-campus E911, and optionally, for integration with (or independent replacement of) existing campus PSAP PS/ALI system.

3.24 Provide solutions and pricing for a services and call accounting application.

3.25 Dispose or resell all equipment associated with legacy system (PBX unit, Voicemail systems, all digital desk sets) with proceeds to reduce the project final cost or credit applied to the final cost of the new system.
4. Hybrid digital/IP Telephony System

The proposed real-time Hybrid digital/IP premise-based system must support circuit-switched (TDM/digital and analog), packet-switched (IP), and mixed Analog/digital/IP network environments. The new system will employ a matching number plan (4-digit extensions) and external dial access (dial 8). The selected Respondent will also perform a campus-wide network assessment and report on the network integrity and security with respect to providing VoIP.

4.1 Feature Set

The solution must provide, at a minimum, the following features:

4.1.a Full telephony feature set for digital and IP endpoint client users
4.1.b Feature transparency and single system image across all networked sites
4.1.c Application sharing across enterprise managed IP network
4.1.d Site survivability with retention of full telephony feature set
4.1.e Centralized management with single point of access

4.2 End-user Functionality

End-users must have access to the following features as standard; features available to users shall be controlled by CoS assignment:

4.2.a Station and System Features:
4.2.a.1 Camp-on, and callback camp-on
4.2.a.2 Call detail and call detail recording (provides record of inward and outward calls, listing start time and duration, called and calling party numbers, trunk ID, access code and authorization/account code)
4.2.a.3 Call waiting
4.2.a.4 Conference call (provides for a number of on- and off-premise stations to be joined together in a common call session)
4.2.a.5 Consultation (provides for holding a call in session and initiating a new call to another station; usable on its own, or in handling a call transfer)
4.2.a.6 Station control (ability for one or more stations to effect the call handling or state of other stations, e.g. change DND status, forward status, active status, etc.)
4.2.a.7 Dial tone configuration (modifiable dial tone pitch provides indication of external dial access status)
4.2.a.8 Direct Inward Dialing (incoming call information is inspected to determine which on-system extension to automatically connect the call to)
4.2.a.9 Direct trunk select (ability for station to select a specific trunk on the system, possibly also providing direct signaling access; this is a tech feature)
4.2.a.10 Do not disturb
4.2.a.11 Distinctive Ring (station ring tone or pattern changes to indicate type of incoming call)
4.2.a.12 Executive override (ability for a station to “break in” on another in-progress station-to-station call)
4.2.a.13 External calling (ability to provide for off-premise calling)
4.2.a.14 Forced authorization code (requirement for authorization code for use of certain features, typically external calling or long-distance calling)
4.2.a.15 Forwarding, internal and external (ability to set a station forward to an on- or off-premise number; forwarding to external numbers should require additional authorization)
4.2.a.16 Hold
4.2.a.17 Internal calling
4.2.a.18 Intercom/paging
4.2.a.19 Message waiting (provide for indication on the station that a voicemail awaits)
4.2.a.20 Night answer
4.2.a.21 Pick group (ability to group stations for remote pickup of incoming calls to unattended stations in the group)
4.2.a.22 Privacy (ability to restrict or prevent interruption of a call in progress by tones (e.g. call waiting) or possibly executive override, as well as interruption by logically "bridged" stations)
4.2.a.23 Pulse dialing (support for rotary dial stations)
4.2.a.24 Roving authorization code (ability to assign an authorization code to an individual which can then be used on any extension for access to individually-assigned features, or for billing purposes)
4.2.a.25 Roving class of service (class of service tied to individual authorization codes)
4.2.a.26 Save/repeat (function to save last sequence of digits dialed and repeat them)
4.2.a.27 Station speed calling (speed dial values set individually per station)
4.2.a.28 System Forwarding (call forwarding targets can be configured based on called station status ring-no-answer, do-not-disturb, internal call, external call, etc.)
4.2.a.29 Transfer
4.2.a.30 Intercom (function to initiate a specific station-to-station communication without dialing)
4.2.a.31 ANI
4.2.a.32 Buzz (function to send an alert tone to a specific station)
4.2.a.33 Called name display
4.2.a.34 Calling number display
4.2.a.35 Changing ringtone
4.2.a.36 DNIS (function to route incoming calls to stations based on the number dialed)
4.2.a.37 Mute
4.2.a.38 Repertory dialing
4.2.a.39 Speakerphone
4.2.a.40 Volume control
4.2.a.41 Offhook intercept
4.2.a.42 Offhook routing
4.2.a.43 Call release
4.2.a.44 Configurable internal system extension bridging to digital stations, analog port, and IP endpoint(s).

4.2.b Password controlled access for voicemail.
4.2.c Calling party information (Caller ID) for digital, and IP stations, as well as analog stations.
4.2.d PBX dial plan and granular class of service that can be assigned to each user based on their need in order to provide feature access at the user- or station-level respectively.
4.2.e Visual and auditory features to alert end-users for different functions.
4.2.f Compliance with ADA requirements for accessibility with regard to general device interface (e.g. audio and visual indicator options, large-print displays and dial pads) as well as audio interface (e.g. connection of speaker and microphone audio to assistive listening devices) specifically in all digital and IP handsets.

Describe proposed features provided to end-users, including how users make and/or receive calls and access telephony features. Describe ADA-compliant features and functions.

4.3 Analog Station Support

System must support existing analog stations:

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4.3.a Analog equipment is deployed at interior locations for fax, credit card, and similar modem-interface devices, safety and security (elevator phones, call boxes) as well as building support (hall and mechanical room phones).

4.3.b Analog equipment is also deployed at exterior locations for safety and security (blue-light stanchions, exterior call boxes) as well as basic telephony services in remote, isolated facilities (field houses, utility equipment).

4.3.c Support for rotary-dial stations.

4.4 Remote-site Survivability
Remote sites (nodes or shelves) must have the capability of:

4.4.a Standalone survivability through local trunk, with E911 access.

4.4.b Automatic rerouting to the PSTN. No features must be lost if calls are rerouted over an alternative network.

4.4.c Fault tolerance options to ensure continued operation.

4.4.d Automatic restart and re-connection of systems following an unattended power loss.

4.5 Redundancy

4.5.a The proposed solution must offer multiple speech paths ensuring there is no single point of failure down to the shelf level. The solution must also offer mirrored system configuration databases to maintain system feature functions at isolated nodes. As an option, the real-time TDM and IP systems must offer redundant CPU, redundant switching unit and redundant power supplies, ensuring there is no single point of failure in the switching and power system. Describe the level of redundancy available and proposed.

4.5.b The proposed solution must provide for redundant network access for all analog stations used for emergency communications. Redundancy shall provide for service in the event of loss of power to the PBX-proper and shall allow for direct dial out to the PSTN in the event that public network connections to the PBX are lost. Location information in support of E911 should be communicated through this redundant system.

4.6 Campus Network VoIP-Readiness Assessment and Report

4.6.a The Respondent will conduct a campus-wide assessment for VoIP-readiness on the existing campus network. The assessment will be conducted at each building, including one off-site location, and including through the Internet to simulate an off-campus user.

4.6.b Assessments will be conducted at multiple times to demonstrate system performance observed during “quiet”, “moderate” and “heavy” network usage in order to reflect the anticipated performance over the course of an academic year.

4.6.c The Respondent will provide a detailed report by Building and Layer 2 Subnetwork. The report will include available and measured bandwidth, measured data rates, measured latency, etc. Industry-standard baseline figures will be provided and the report information will list the available and acceptable margins between measured and industry-standard figures.

4.6.d Test results will be provided in native tester format, as well as PDF format, in addition to being formatted and included in the final study report. The reader
software for native format shall be provided at no cost to The College.

4.6.e Issues identified will be listed and provided with a detailed analysis. A detailed description of the condition, the methodology and hardware or software equipment used for testing, the required minimums and typical baselines, and the observed values will be included in the analyses.

4.6.f The assessment report will include a list of recommended hardware, hardware changes, and/or software needed to address each issue identified.

4.6.g At the conclusion of the project, provide to The College the software and hardware assessment tools as a complete package.

4.7 **LAN/WAN Infrastructure, Quality of Service (QoS), and Power Over Ethernet (PoE)**

The VoIP component of the solution must support 802.1p/q and DiffServ (RFC 2474) QoS protocols. Provide minimum LAN/WAN requirements for TCNJ-provided network. TCNJ currently uses Extreme Networks equipment at the core and intermediate distribution levels, and Extreme Networks equipment at the edge that support PoE and QoS. Describe any vendor-neutral data networking equipment and system integration services available.

4.8 **Real-time Port Monitoring of Remote Site(s)**

The system must monitor in real time signaling connections, delay of VoIP payload connections and lost packets. Describe real-time monitoring and fallback process.

4.9 **Optional QoS Management of Network Infrastructure**

Respondent must provide comprehensive network infrastructure QoS tools that provide bandwidth management, application services and policy control, from both the centralized (server) perspective and the endpoint (client) perspective. Describe ability to provide detection of all seven layers of the OSI model, policy management, transparent caching at network level and TCP rate shaping.

4.10 **System GUI and Web Browser Functionality**

4.10.a Management tool should be capable of providing maximum flexibility for rapid, efficient, and cost-effective configuration changes affecting personnel and associated equipment and supporting centralized management control. The solution must support changes on the system in real time for digital, IP, and mixed deployment environments from this common application interface.

4.10.b CLI interfaces should be available for the system or each subsystem from which all configuration functionality can be accessed.

4.10.c The solution must support access via purpose-built GUI or web browser for system administrative functions, and standard browsers (e.g. Internet Explorer, Mozilla, Safari) for end-user CTI (Computer-Telephony Integration).

4.10.d Administrative desktops are standardized on Windows 7; End-user desktops are either Windows 7 or MacOS. A number of user workstations use the Linux OS.

4.10.e Describe GUI and web-based application features for both system administrators and users, including support for CTI applications on the associated PC endpoint client.

4.10.f Optionally provide support for mobile devices; describe the support for both system administrative functions and end-user CTI functions. List supported mobile platforms.
4.11 Hardware and Software Components

4.11.a The solution proposal shall include the complete array of hardware, software, configuration and licensing necessary to provide a fully-functioning system. This shall include but is not limited to nodes, shelves, servers, disk storage, racks, applications and operating systems, application and operating system licenses, and configuration and integration of same.

4.11.b The system shall be presumed to reside on a segregated network with limited access to the campus intranet and Internet. Such isolation shall be accommodated by the system design and implementation, but shall not be a requirement of the system design and implementation.

4.11.c Describe hardware and software requirements, including connectivity requirements to PBX.

4.11.d Describe and explain any component requirements (including optional component requirements) that must be provided by TCNJ.

4.12 Scalability

The host system must be able to support multiple nodes with a centralized management interface.

4.13 Fault Management

The real-time TDM/IP system must support SNMP. Describe alarm capabilities, including notification to remote locations, mobility devices, and third-party applications.

4.14 Diagnostics

The system must provide integrated automatic diagnostic capabilities and alarms inherent within the real-time TDM/IP system, routine system monitoring, remote diagnostics and remote repair capabilities. Describe standard and optional diagnostics, including any associated additional costs.

5. Proposed Desksets

5.1 Digital and IP Desksets shall support the following:

5.1.a Full set of telephony features including multi-line capabilities.

5.1.b At least 12 to 19 programmable function keys with LEDs.

5.1.c Integrated 2-line, 24-character adjustable-tilt alphanumeric display models.

5.1.d Interactive context-sensitive system help on all displays.

5.1.e Voicemail status indicator and single-button access.

5.1.f Navigation keys.

5.1.g Integrated speakers on all models.

5.1.h Full-duplex speakerphone on all speakerphone models.

5.1.i Speaker and handset volume control.

5.1.j User-installable adapters.

5.1.k TAPI support via USB for PC call control, on models with USB connectivity.

5.1.l Headset support.
5.1.m Optional support for BlueTooth headsets.
5.1.n Wall mounting accommodations.
5.1.o The ability to add key modules.
5.1.p ADA-compliant options for visual, auditory, and physical assistive technologies.

5.2 Digital desksets
5.2.a Digital interfaces shall support a minimum of 900-meter loop length.
5.2.b Digital desksets shall be deployed to individual workspaces on campus.
5.2.c Testing and resolution of any problems shall occur at deployment, and post-delivery support shall be included throughout the system deployment.
5.2.d Desksets must include the installation of labeling reflecting correct extension, location, and button table configuration.

For all proposed digital desksets, vendor will submit for assessment actual units along with usage handbooks or instructions.

5.3 IP desksets
IP desksets must support the following:
5.3.a Feature update via software download.
5.3.b Self-labeling keys.
5.3.c IP telephone options should provide LDAP interface, web browsing, touchscreen, PUSH and JAVA support.

For all proposed IP desksets, vendor will submit for assessment actual units along with usage handbooks or instructions.

5.4 Analog Station Connectivity
System analog station interface should support the following:
5.4.a 48-volt talk battery
5.4.b 7,000-meter loop distance
5.4.c Mixed rotary- and DTMF-dial interfaces (configurable) on analog port cards

5.5 Context-Sensitive Help
Help function should be available on all display-equipped desksets and provide user-friendly prompts with full word descriptions (i.e. limited abbreviation usage). Only those features that are available through the end-user's CoS (class of service) should be visible. Describe help features.

5.6 User-installable Modules
The proposed telephones should accommodate user-installable telephone modules. Briefly describe capabilities available through the user installable modules. Include the tools and technical support required to add functionality to the telephone.

6. Soft Phone
6.1 Soft Phone Features
Besides being able to perform the full range of standard telephony features, soft phone capabilities must include a graphical user interface (GUI); QoS; LDAP integration; call lists (missed calls, received calls, attempted calls); message waiting indicator; post-connect DTMF dialing; task oriented on-line help and automatic software update mechanism; and the capability to add key modules, similar to the physical desktop devices.

6.2  **Supported Hardware Platform Requirements**

6.2.a The soft phone should be available in versions that work in a Windows and MacOS environment using standard hardware configurations for a desktop or laptop using the computer’s audio/sound card and come with a headset (wireless preferred) or hand-held device.

6.2.b Optionally a soft phone client should be available in versions that work with Linux, with hardware support as described for Windows/MacOS above.

6.2.c Optionally a soft phone client should be available in versions that work with mobile devices.

6.2.d Vendor to provide minimum specifications for TCNJ workstations or mobiles intended to support soft phone client.

6.3  **Capabilities**

Describe soft phone capabilities. Also describe any accessories available such as USB handsets and headsets.

6.4  **Interface**

Provide screenshots of soft phone interface.

6.5  **Support**

Provide a description of support available for soft-phone users.

7.  **Attendant Console, Directory Services Enhancements, IVR**

7.1  **Attendant Console**

The attendant console should function as a communications hub by managing calls and performing a variety of special functions such as placing calls, transferring calls, and putting callers on hold. The proposed solution should support:

7.1.a An attendant console: Standalone unit and optionally a PC-based interface.

7.1.b Operator services and enhanced functions such as call routing and prioritization including multiple queuing capabilities.

7.1.c Busy lamp field which gives attendants the ability to view the status of calls and provide assistance for calls efficiently.

7.1.d An integrated centralized directory that provides a fast and convenient way of looking up subscribers in a local database and then sending calls to the selected subscriber.

7.1.e Programmable for day, night, and holiday situations.

Describe attendant consoles available and proposed. For all proposed attendant consoles if possible, vendor will submit for assessment actual units along with usage handbooks or instructions.

7.2  **Comprehensive Directory Solution for Console Attendant Operator – Optional**
Enhancement

Provide solution and pricing for a comprehensive web-based solution using a standard Web browser that functions as a centralized knowledge database, reducing the time and effort needed to maintain accurate information and ensuring this information is easily accessible to all employees. The directory should include, but not limited to: detailed directory information for all employees with customizable fields; calling name display; multiple search criteria; department listings; and a place for operator notes.

7.3 Campus Community Web Services Directory – Optional Enhancement

Provide premise-based solution and pricing for an optional Web-interface-based tool using a standard Web browser that allows employees to access the same directory information the operators use without operator assistance. The Web-based directory would be available to all desktops on campus or through wireless devices. The interface should be customizable, allowing TCNJ to choose fields employees can view and the functions they can execute. Authorized users or department personnel should be able to edit the directory information so that it can be updated in a timely manner. The Web directory should include, but not limited to: full directory access; user-configurable display fields; password-protected detail fields; variable search criteria; photo ID option for security; and a self-paced, easy-to-use tutorial.

7.4 Auto Attendant/Interactive Voice Response (IVR) – Optional Enhancement

7.4.a Describe the hardware technology and architecture of the system proposed and manner of integration with the PBX, including but not limited to, the type of connections between the two systems, methodology for supervision and traffic measurement capabilities. Also describe its interface or integration to an ACD module. Provide details on database storage, backup and system administration. Describe the modular growth and maximum port capacity of the proposed system.

7.4.b Describe all types of connectivity the system can support, including but not limited to: trunking, stations and system integration to the ACD, tie-lines, T1’s, and other dedicated services as may be required in the future.

7.4.c The system should be able to provide a different script to handle incoming calls differently (including playing different announcements and offering different choices) based on DNIS, DID, and trunk port used. Describe how the proposed system will accomplish this function.

7.4.d System should include capabilities or preventive measures to protect the system from any type of fraudulent access to outgoing facilities. Describe fraud prevention methods of the proposed system.

7.4.e The system should monitor all transfers to insure that they are not being transferred to a busy or out-of-service number. If the system detects either of these conditions then the system will reconnect to the caller, provide a prompt explaining the reason the attempt has failed, and then return the caller to the menu they came from. Describe call monitoring/supervision for the proposed system.

7.4.f In the event of an auto attendant failure, all calls should be passed directly to the PBX. Specify what method of fall back the system will use to insure that calls are passed to the PBX during any auto attendant failure. Specify any capabilities that are lost during this failure and provide options to remedy while the system is down.

7.4.g The system should provide comprehensive and accurate reporting detailing all
activities conducted by the auto attendant. Through reports or other types of monitoring, the auto attendant should provide information listed below, but not limited to:

7.4.g.1 Total number of calls over a 24-hour period (business hours and non-business hours) in 30-minute increments including daily information up to the most recent half-hour.

7.4.g.2 Call route/selection totals broken down per DID, DNIS, and trunk port or application.

7.4.g.3 Call transfers that did not complete for each reason (busy, reorder, no answer, etc.)

7.4.g.4 Call transfers that did complete for each route.

7.4.g.5 Number of callers who abandoned at each stage of each route.

7.4.g.6 How often and for what period of time all access ports were in use.

7.4.g.7 Briefly describe the reporting capabilities of the proposed auto-attendant.

7.4.h System administrators should be able to change the script assigned to each DID, DNIS, or trunk port at any time without affecting system operation as well as adding, changing, or deleting scripts. Describe how the proposed system will accomplish and support this function.

7.4.i Describe the system capabilities for delegating script creation/maintenance authority to identified users via restricted access.

7.4.j System administrators should be able to modify, change, add, or delete system capabilities on a “real time” basis. This ability to change and modify call flow and various prompts should not adversely impact normal system operation. Define any limitations the system administrator will encounter upon performing routine tasks, system changes, and modifications. Describe how the system will accomplish this function.

7.4.k Describe the options for system redundancy, including but not limited to CPU, power and storage.

7.4.l Describe how backup is supported for system programming and message stores.

7.4.m Auto-Attendant/Interactive Voice Response Features

The following list of features should be supported in addition to other features:

7.4.m.1 Answer calls after a specified number of rings

7.4.m.2 Play a specific announcement message and execute a specific script

7.4.m.3 Accept DTMF entries from callers, user may dial during announcements and be transferred to the desired location.

7.4.m.4 Should be able to schedule announcements by date and time

7.4.m.5 System will immediately move to next step in script (minimal delay).

7.4.m.6 Transfer call into an ACD queue based on the selection of the caller.

7.4.m.7 Transfer the call to an external number based on the selection
of the caller.

7.4.m.8 Connect the caller to an optional IVR application based on the selection of the caller.

7.4.m.9 Transfer call to extension number entered by caller.

7.4.m.10 Transfer call to a defined extension if no caller entry is made.

7.4.m.11 Optionally, provide voice-response functionality allowing callers to speak their choices or names.

8. Messaging Solutions

8.1 Messaging Application Requirements

The premise-based messaging solution must provide voice-only as well as unified voice and email messaging. Optionally the system will support fax messaging capabilities.

8.2 Required and Optional Features

Describe basic and optional features. Capabilities should include:

8.2.a TUI and GUI (Telephony and Graphical UI) available to all users as a standard feature.

8.2.b TDD support.

8.2.c Group mailbox support.

8.2.d Name dialing by all users.

8.2.e Networking with like systems, VPIM2 systems and AMIS-compliant voice messaging systems.

8.2.f Unified mailbox, supporting standard SMTP/IMAP and MAPI email clients.

8.2.g Optional SMS capabilities.

8.2.h Optional voice to text transcription.

8.2.i Optional integrated or unified email capabilities.

8.2.j Optional integrated or unified faxmail capabilities.

8.3 System Architecture

The College requires a messaging solution that can support voice-only or voice, fax and/or email messages. The proposed solution must:

8.3.a Be modular and scalable, protecting investment in technologies.

8.3.b Allow TCNJ’s system administrators to select voice-only and multi-media features by individual subscriber.

8.3.c Provide local time stamps for message header information.

8.3.d Provide dedicated message storage and management, including email system front-end supporting using SMTP and IMAP, for unified message system access.

8.3.e Provide single and dual message store (voice messages stored in either or both “voicemail” format or “unified message” format), mixed on the same server and configurable at individual subscriber level.
Describe how the proposed solution meets or exceeds these requirements, including maximum capacities and connectivity to the communication platform.

8.4 **Scalability**
The system must be modular and scalable and allow TCNJ’s system administrators to select voice-only and multi-media features. Describe how additional features and functionality are added, including maximum capacities. At what increments can the system be expanded? Provide information on the available storage capacities and associated usage levels. What are the costs for each increment?

8.5 **User Interface**
Describe user interfaces. Describe the level of system interface customization for TUI. Provide a comparison between common TUI front-ends encountered commercially (e.g. typical cell phone voicemail TUI) as well as the existing PhoneMail TUI. The unified messaging system must provide users with the ability to administer their personal mailbox and handle messages via a standard web browser. Describe mobile device client availability. Describe SMS messaging functions. If proposing a unified mailbox solution, describe email support.

8.6 **Multiple Greetings**
Users must be able to record multiple personal greetings. The system must recognize and play different personal greetings (if recorded) for internal vs. external, busy vs. no answer and out-of-business-hours calls. User selection of alternate greetings should be available directly from the desktop telephone set device (in addition to being accessible from a workstation user interface). Describe the ability of the system for users to define their own business hours for the out-of-business-hours greeting.

8.7 **Receiving Messages**
Describe how the user receives messages. Users must be able to access messages from any location, while filtering messages to streamline the process of finding vital messages. Describe how this is accomplished.

8.8 **Message Management**
Describe the capabilities of the system supporting user management of messages. The system should support aging and expiration of messages for semi-automatic mailbox management. The interface should provide information on received call history, navigation through individual messages with presentation of header information (timestamp, caller ID, duration, read-status etc.), and the ability to listen, archive, delete, or forward messages.

8.9 **Sending Messages**
Describe how the user sends messages. Unified mailbox subscribers must be able to create compound messages. Describe how this is accomplished.

8.10 **Outcalling and Notification**
Describe the ability of the system to notify users of messages via message waiting indication lights, transfer to on-premise digital, IP or Analog phones, and off-premise mobile phones, SMS, and email.

8.11 **Multiple Language Support**
Describe languages supported in the TUI, GUI and TTS engine.

8.12 **Personal Call Processing**
Describe the ability of the system to enable callers to push any key to transfer to user-defined destinations, such as the operator, a referral extension, a mobile phone, a fax machine or any other telephone number.

8.13 Migration Path — Voice-only to Unified Messaging
Describe process for migrating voice-only messaging profiles only to unified messaging-capable profiles.

8.14 Computer Telephony Integration (CTI) Options
CTI capability must support desktop dialing, call and message management features, including customized email toolbars for CTI features. Describe standard and advanced CTI features.

8.15 Fax Integration Options
Fax capability must support internal fax module or integration to a third party server. Describe, including support, for fax on demand.

8.16 Preview Messaging Solution
Vendor will provide access to a hosted platform so that College representatives can preview and test message system features and functionality.

9. ACD or Alternative Solution for ACD
TCNJ does not have a traditional call center but uses ACD for its time of day, distributed routing capabilities. Within this proposal, we have asked for optional enhancements for an auto-attendant, as described in Section 7 that may require the proposed system to include an automatic call distribution feature. In that case, we would need an ACD module that would support these enhancements.

If directory services/auto-attendant as described in Section 7 do not require an ACD module, or if the auto-attendant option is not pursued, provide a solution that includes ACD functionality described in Section 7 in support of call processing and call processing application reporting.

9.1 Required Features
At a minimum the proposed, premise-based solution must be able to provide:

9.1.a Time of day call routing capabilities, including the ability to randomly route calls to multiple extensions.

9.1.b Fully integrated call processing software that can front end incoming voice calls with automated announcements, caller navigation menus, and digit collection (“call trees”).

9.1.c GUI based management tool with graphical editors and real-time design and reconfiguration.

9.1.d Granular permissions levels to provide for limited access by call-processing application owners.

9.1.e Reporting feature set including basic statistical reporting, and optionally customizable statistical reporting. Describe basic and optional features.

9.2 Customer Interaction Solutions
The system must be capable of providing voice announcements to callers, including queue-
specific information. Optionally, provide functionality that permits callers to speak their choices.

9.3 Requirements and Options
State ability to meet requirements listed immediately above and provide a brief overview of options available and proposed.

10. E-911 System
Provide a premise-based PS/ALI E-911 system for on-campus use, with a console to be located at the Campus Police dispatch desk.

10.1 Required Features
At a minimum the proposed solution must be able to provide:

10.1.a Extension number and station location for any calls to 911 using a system extension.
10.1.b On-screen, graphical display of caller’s location with drill-down capability from campus plan, building elevation, and floor plan detail levels.
10.1.c Logging of all calls handled on the system, accessible from the dispatch console.
10.1.d Direct integration of station extension and location information with the PBX system configuration database to immediately reflect any system modifications made to station information.
10.1.e Reporting feature set including basic statistical reporting, and optionally customizable statistical reporting. Describe basic and optional features.
10.1.f Audio recording interface providing access to caller and operator audio. If audio recording is an intrinsic function, provide information on the capability to export audio recordings for evidentiary purposes and the capabilities for maintaining evidentiary protocols.
10.1.g Operating console shall provide integrated multi-line call conferencing abilities for concurrent access to off-site emergency services and call transfer to external emergency services or law enforcement agencies.
10.1.h Provide for the installation of a remote, redundant console location; describe any functionality limitations of the remote location.
10.1.i Provide for system redundancy and backup, including backup power.

10.2 Repair and Upgrades
10.2.a Respondent shall state response time for support calls and repairs, as well as repair parts availability.
10.2.b Respondent shall describe their ability to respond to and supply NJ State-mandated upgrades.

10.3 Optional Functionality
10.3.a Provide a replacement for the existing PSTN PS/ALI system, integrating the functions of that system with functions listed above for on-campus E-911 use.
10.3.b Describe functionality providing SMS integration for emergency communications from capable handsets.

State ability to meet requirements listed and provide a brief overview of options available and proposed.
11. Music on Hold
The system must interface with a line-level audio source. Please provide options for interfaces, basic source hardware, and content. Provide description of optional features that permit importing custom content, and providing different content based on DID or DNIS.

12. Incoming and Outgoing Call Tracking (call accounting)
12.1 Accounting Management
Provide a premise-based solution for a GUI desktop application that tracks incoming and outgoing call activity via end-user extensions and individual authorization codes. The same application must track data across all communication platforms (digital, analog, IP) and saved to the same CDR/CCU. Describe CDR (call detail recording) provided by the system and any optional features associated with this application. CDR should interface with any third-party CCU and call accounting software.

Application shall provide tracking and accounting for a standard set of business transactions (e.g. "Set replacement"; "Cell phone monthly charges"; "Advanced technician time charge", etc.) on a defined periodic basis (e.g. Monthly, bi-weekly, annually) with the capability to create and add custom functions. Costs for functions shall be customizable. Call usage rates shall be provided from a national subscription database; the application shall be updated from the database on an annual basis and the cost for this shall be included in Support. Facilities for adding custom overhead or overrides on call rates shall be provided.

Application shall support creation of accounts and assignment of cost center information such as cost center ID, account code, department, individual, location, etc.

12.2 Report Delivery
The applications shall be able to generate standard and customizable usage and transaction detail reports (e.g. departmental listings, cost detail and summary reports over time, individual bills, etc.) that can be emailed to employees using standard SMTP/IMAP email interfaces.

The Application should support integration with LDAP or an internal database with administration interface for management (assignment) of individuals and individuals’ accounts into departmental reporting structures.

The Application should allow for designating “supervisors” for individual accounts’ bills and provide for delivering copies of bills to both supervisors and individuals.

12.3 Storage and Email Options
Describe detailed call record storage options and limitations and its ability to share information via email using SMTP/IMAP email interfaces.

12.4 Hardware and Software Components
Describe desktop dialing application hardware and software requirements, including connectivity to analog/digital and IP systems. Describe any TCNJ-provided equipment requirements and options.

13. Facility Requirements
Solution needs to fit in existing Green Hall and Cromwell Hall data centers. Provide a detailed proposed temporary space plan and detail the space, weight, temperature, heat dissipation, humidity and electrical requirements for the proposed solution. Include required space for temporary and permanent locations, as well as cross-connect field and other feature connections.

14. Power Requirements
The College of New Jersey will need the power requirements for all equipment to be used in this solution. Please note any special requirements, if any, for powering this equipment as well.

The proposed solution for the PBX and voicemail systems shall provide for a UPS backup system, automatic transfer switch, and battery capacity for four hours run-time, at the Green and Cromwell locations (presuming central system equipment is located here). The line side of the transfer switch shall be connected to a generator-backed circuit. The transfer switch shall provide for UPS bypass for servicing. An appropriate circuit distribution panel shall be provided for extending circuits to the various equipment/racks.

The proposed solution for the E-911 PS/ALI system(s) shall provide UPS backup power.

15. Physical Requirements
15.1 Floor Plan
Respondent shall provide floor plans for Green Hall and Cromwell Hall data centers including footprint dimensions for all components with clearances. Include space required for cross-connect fields. Include and identify spaces for permanent and temporary locations of equipment and facilities. Illustrate all necessary equipment with sufficient detail to show complete connectivity within our current environment; where temporary equipment or facilities are proposed, clearly indicate these requirements and their locations throughout the project. Pay close attention to any special electrical or other connections required to facilitate this equipment.

15.2 Environment
Specify any special requirements for temperature, humidity, ventilation, and all other environmental factors for the system components.

16. Grounding Requirements
Respondent must ensure that any necessary system grounding and bonding is in accordance with manufacturer specifications, including surge suppression devices and abides with all National Electrical Code (NEC) stipulations, e.g., Articles 800-30, 800-40 FPN and 250-71b. Describe how the proposed system will comply with this requirement.

Assess existing building entrance terminal line protection modules for transient response speed with respect to system requirements. Provide as an option, a price for module replacement.
17. System Management

The proposed system should support a centralized management tool(s) across all communications platforms and control for all telephony hardware/software to provide maximum flexibility for rapid, efficient, and cost-effective configuration changes affecting personnel and associated equipment. The solution must support changes in real-time for IP, digital, messaging, and mixed deployment environments from a common application interface. Management tool should have the capability of being installed on multiple work stations on-site, and be securely accessed remotely from off-campus by TCNJ’s system administrators. A basic interface for station control should be available through appropriately privileged desktop stations.

17.1 Description

Describe management tools, security, reporting and backup processes. Provide screenshots of all management tools.

17.2 Diagnostics

The system shall have diagnostic capabilities for resolving issues, including automated testing and remote reporting (“phone home”) to proactively identify, address or report system issues. The system must provide integrated diagnostic capabilities and an inherent system for routine system monitoring, remote monitoring access from off-campus, and diagnostics and remote repair capabilities.

17.2.a Diagnostic functions should include automatic number read-back, audio tone and quiet-line functions.

17.2.b Optionally provide for inductive tone location functionality on digital and analog circuits.

Describe standard and optional diagnostics, including any associated additional costs.

17.3 ACD or Alternative ACD System Management

The proposed solution should be part of the overall single, GUI-based desktop management tool for system administration and historical reporting. This management solution should provide:

17.3.a Visual call flow configuration tool.

17.3.b Ability to reconfigure call flows without taking application out of service.

17.3.c Ability to adjust configuration parameters based on real-time conditions.

17.3.d Configuration synchronization with associated PBX.

17.3.e Real-time system reliability and uptime monitoring.

17.3.f Access real-time and historical reports from a single interface across the local and wide area networks.

17.3.g Reports that are available online or can be generated on a scheduled basis.

17.3.h Report options: be able to adjust the amount of detail provided and order in which information is presented in the standard report templates; create an unlimited number of real-time, cumulative and historical reports.

Describe any customization options

18. Vendor Support
All maintenance during the warranty period and under any maintenance agreements thereafter shall be performed by the selected Respondent using personnel approved by the Respondent and at no additional cost to the College other than those charges identified in the applicable Warranty and Maintenance Agreements.

Provide detailed SLA documentation covering all aspects of support for all systems and applications proposed, for both business- and after-hours support. The documentation shall include levels of support, incident response, emergency reporting and response, MAC and engineering support and response, with availability timeframes, and commitments on times to respond and resolve for all levels of customer incidents or requests. Include information on after-hours and emergency support.

18.1 References
Respondent should list at least five institutions/organizations that are of similar size and complexity to The College of New Jersey and who have purchased similarly configured equipment and obtained services from your organization. For each reference, provide organization name, contact person, title, and email address, and phone number.

18.2 Company Structure
Describe the management and technical support structure of your company in the tri-state area.

18.3 Distribution Channels/Warranty Services
If you recently changed or plan to change, (within the next year), your distribution channels or marketing/servicing channels, state your commitment for the new distribution channel to undertake warranty services for all hardware, software, and services to be purchased from your company.

18.4 Installation and Support
The selected Respondent’s installation and support team shall be fully trained and certified by the original equipment manufacturer and be capable of providing on-site technical support to The College of New Jersey’s technical staff. Provide for support staff to remain on-site throughout the installation, the integration, the deployment, and for post-deployment support for a duration of three months. Describe assistance/support available to TCNJ following installation.

18.5 Support Resources
During and after warranty, the Respondent must provide technical support to the College through a 24-hour a day, 7-day a week support center, employing a help desk infrastructure and on-line support. The Respondent should also be capable of providing local on-site support. Describe your support process, defining:

18.5.a Support center capabilities.
18.5.b Quality assurance process for delivery of services.
18.5.c Availability of support 24 hours a day, 7 days a week, with a 4 hour response time by certified technicians through a help desk infrastructure and on-line support for hardware and software maintenance services.
18.5.d On-site service and maintenance support using a primary, dedicated technician assigned to the College with knowledge of all our communication platforms.
18.5.e Remote service and MAC capabilities from your support center.
18.5.f Proactive (remote) monitoring services.
18.5.g Provide to TCNJ and furnish training for any specialized tools, equipment or diagnostic hardware not intrinsic to the system.

18.6 Customer Participation Service

After the warranty period is over, a customer participation service is included in the overall maintenance contract. This service would permit the return of nonworking or dirty devices, such as desksets and/or their modular parts. The returned devices would be exchanged for clean, working equipment at no additional cost to TCNJ.

18.7 Post-Installation Support

Respondent should include a copy of its warranty and maintenance terms in the appropriate section of the response.

18.7.a Please state the standard and any optional or extended warranty coverage available.

18.7.b Briefly describe the various maintenance programs and options available following the warranty period and identify which programs and/or options have been proposed.

18.8 Added Value

What additional value-added functionality can you offer to induce TCNJ to contract with your company?

19. Implementation Process

19.1 Process

TCNJ anticipates installation of the proposed system core (servers, racks, units, power, etc.) will be over the Winter break 2013/2014 (December – January). Configuration and Application development will follow, as will connection to the existing system and carrier services. Configuration and connectivity in support of emergency callbox phones will be provided through the Spring Semester (January – April). Desktop deployment and cutover (desktop and final carrier) will occur through the Summer (May – August).

The Respondent must have a defined implementation process, and installation quality assurance must be ensured. The process shall have defined steps with progress milestones identified to cover all critical-path elements of the implementation. Respondent will:

19.1.a Work with college personnel to identify all existing premise circuits (campus extensions) and to identify all circuit changes.

19.1.b Complete premise circuit provisioning and coordinate turn up.

19.1.c Coordinate test and cut-over with appropriate telecom vendor at a time specified by the College. Proposed connection for carrier access is to tandem with existing PBX, moving carrier circuits between systems as configuration develops.

19.1.d Extract existing systems (PBX and Voicemail) database information for configurations and parameters of all system elements applicable to voicemail and extension configuration, sufficient to reproduce the existing extension layout and function in the new design.

19.1.e Work with The College to design, develop, and optimize phone databases, tables,
19.1.f  Build agreed upon phone databases, tables and applications.

19.1.g  Provide both technical and end-user support to resolve all issues associated with installation and cut-over of all systems and deployment of all desksets.

19.1.h  Provide a basic implementation of VoIP desk sets and soft phone clients on various devices for functionality testing.

Describe implementation process and provide a detailed implementation plan.

19.2  Implementation Team and Master Project Schedule

Describe the key team members responsible for the implementation of the proposed solution, including the roles of the team members. One team member shall be designated as the Respondent’s Project Manager and single point of contact for interactions with TCNJ’s Project Manager. Respondent should also describe their ability to provide expertise on a global or regional basis. Upon award of contract, Respondent will provide a master project schedule, identifying the tasks the Respondent and TCNJ’s technicians will perform, and the migration path.

19.3  Respondent Implementation Responsibilities

Charges for necessary implementation services shall be included in the total implementation price of the proposed solution. Briefly describe Respondent implementation services included any optional services available.

19.4  Customer Implementation Responsibilities

The College will provide a single point of contact designated as TCNJ’s Project Manager, and shall identify key project team members. TCNJ will provide cabling to the MDF and network infrastructure to support VoIP in accordance with Respondent-defined network requirements. Describe other TCNJ implementation responsibilities.

20.  Training Requirements

20.1  End-Users

The selected Respondent will conduct instructor-led end-user training, at on-campus premises in a classroom setting. The training will be tailored specifically to the proposed components (e.g. attendant console operator, secretary/receptionist, end-user of telephone, softphone client, unified messaging, etc.) as appropriate. Describe end-user training included in the proposed solution. Training and quick-reference documentation shall be provided in electronic format. Documentation should also be provided in bound hardcopy format. Quick-reference User guides for appropriate components must be distributed with the deployment of the new desksets at the time of cut-over (set delivery to desktop).

20.2  System Administrators

For the College’s system administrators, the Respondent should support both online, and on-and off-site classroom training. Describe online, on- and off-site training available. Briefly describe any recommended administrator classes. When the training is completed, administrators should be able to perform moves, adds, changes, system monitoring, and maintenance for all phone and voicemail system components.

20.3  System Technicians
For the College’s system technicians, the Respondent should support both online, and on-site classroom training. Describe online, on-site training available. Briefly describe any recommended technician classes. When the training is completed, technicians should be able to perform moves, adds, changes, system monitoring, and maintenance for all phone equipment and line components.

20.4 Computer-based Training Resources

Describe the availability of CBT training or reference guides for administrative, technical, and end-user training.


Vendor will provide system diagram for proposed solution.

21.1 Siemens/ROLM 9751 Model 70 Node 1
- 1123 digital devices
  - Single-line phones – 781
  - Multi-line phones – 326
  - Large multi-line phones – 15
  - Caller-ID phones - 97
- 460 analog devices
- 337 fictitious
- 1574 unique extensions
- 1237 Public DIDs
  - Voice-only - 1136
  - Fax-equipped - 101
- 35 hunt groups (Node 1 and 2)
- 114 pick groups (Node 1 and 2)
- 4 attendant consoles
- 2 PRIs via SIP
- 1 PRI via CO
- 6 COT (ground start) trunks

21.2 Siemens/ROLM 9751 Model 70 Node 2
- 354 digital devices
  - Single-line phones – 215
  - Multi-line phones – 139
  - Large multi-line phones – 2
  - Caller-ID phones - 53
- 523 analog devices
- 321 fictitious
- 859 unique extensions
- 538 Public DIDs
  - Voice-only - 317
  - Fax-equipped - 221
- 2 PRIs via SIP
- 1 PRI via CO
- 6 COT (ground start) trunks

21.3 Phonemail
- 1255 Phonemail profiles
• 12 Call processing trees

22. Project Scope
22.1 Equipment Estimates

22.1.a Wired analog ports as listed in existing, plus 10%; an additional 10% equipped.
22.1.b Wired digital ports as listed in existing, plus 20%; an additional 20% equipped.
22.1.c 4 PRIs (2 PRIs currently installed; 2 PRIs to be added at time of installation, porting DID to new PRIs may be required).
22.1.d 12 ground-start COT.
22.1.e Digital desksets comparable to the existing, models selected in coordination with TCNJ.
22.1.f 60 IP desksets.
22.1.g 12 soft phones.
22.1.h Respondent will provide actual units for all proposed desksets along with usage handbooks or instructions (Section 5).
22.1.i Respondent will state soft phone capabilities and provide sample pictures of GUI interface (Section 6). Include specs needed for TCNJ-provided PC systems to run soft client. Provide licensing costs.
22.1.j Faceplates for basic, standard, and advanced desksets.
22.1.k Line cords for each deskset.
22.1.l Wall mounts for existing wall-mounted desk sets, plus 10%.
22.1.m 4 stand-alone attendant consoles. Include cost for hardware and software and/or specs for a computer-based console. Include picture of stand-alone unit and describe features as well as advantages over the computer-based console.
22.1.n Music on hold (Section 11). Please provide picture and description of unit or specs for TCNJ provided hardware.
22.1.o Respondent will explain how they propose to meet all objectives listed in Section 2 of this document.
22.1.p Respondent will explain and develop a hybrid digital/VoIP solution that would include but not be limited to items outlined in Section 4 of this document.
22.1.q Respondent will explain messaging solution that would include but not be limited to items as outlined in Section 8
  22.1.q.1 Unified messaging – quote pricing for 150 users to start; quote incremental pricing for subscribers up to a maximum of 2000 users with interface to SMTP/IMAP email system.
  22.1.q.2 Voicemail boxes – quote pricing for 1500 users to start; quote incremental pricing for subscribers up to a maximum of 2000 users.
22.1.r Respondent will provide a solution that would give us the same functionality of ACD as outlined in Section 9.
22.1.s Equipment solutions must fit into current telecommunications spaces in Cromwell and Green Hall data centers. Equipment may be temporarily located within the
existing facility floor plan, and then shall be re-located to final location when existing equipment has been removed. Please call to set up a site visit.

22.2 Services Estimates

22.2.a Functionality of system from the switch to the deskset and from the deskset to the PSTN.

22.2.b Centralized system management solution for all communication platforms that would include but not be limited to items as outlined in Section 17.

22.2.c Vendor support solution that would include but not be limited to items as outlined in Section 18. Describe and price optional support solutions.

22.2.d Describe implementation process that would include but not be limited to items as outlined in Section 19.

22.2.e Describe project management services that would be required and describe and price options available.

22.2.f Project plan.

22.2.g Temporary and final cabling cross-connects at the Green and Cromwell main distribution frames.

22.2.h Installation of related hardware and software for all communication platforms.

22.2.i Training available for new features, desksets, messaging and unified messaging for end users and system administrators as outlined in Section 20. User guides for end-users and system administration manuals for administrators must be included.

22.2.j Replace existing surge suppression for that equipment which does not meet the system requirements for transient level suppression and suppression response time.

22.2.k Cromwell and Green Hall data center switch room cabling clean-up.

23. Solutions and Pricing for Optional Enhancements

Provide itemized pricing for the following optional enhancements:

23.1 Call Accounting

Respondent will provide solution for call accounting hardware and software that would include but not be limited to items outlined in Section 12 of this document. TCNJ uses PeopleSoft for its financial information system. Any call accounting software should be able to interface with the financial information system either through exports of data into MS Office Excel or some other solution. Describe and include samples of basic and customizable reporting output.

23.2 E-911

Describe and price E-911 solution as described in Section 10. Pricing should include any hardware or software needed or provide specs for TCNJ provided hardware.

23.3 Comprehensive Directory Solution

Describe and price solution for a comprehensive directory as described in Section 7.2.
23.4 **Campus Community Web Services Directory**
Describe and price solution for a Web services directory as described in Section 7.3.

23.5 **Auto Attendant/Interactive Voice Response (IVR)**
Describe and price solution for an auto attendant/IVR as described in Section 7.4.

23.6 **Business Continuity and Disaster Recovery**
Provide an optional solution for business continuity and disaster recovery.

24. **Site Visits, Hands-on Evaluation, Demonstrations, etc.**
The College of New Jersey reserves the right to request of the Respondent any of the following:

- **23.1** Schedule site visits where the proposed solution is successfully installed.
- **23.2** Provide TCNJ staff with the opportunity to evaluate proposed hardware and software in an environment which allows for hands-on assessment.
- **23.3** Provide working demonstrations of hardware and software.

25. **Qualification Criteria**
Respondents should provide evidence of each qualification criteria below. TCNJ reserves the right to request information as needed to determine respondents’ qualifications.

- Installers shall be certified for, and provide as part of the complete installation, any manufacturer's programs for extended warranties covering materials and labor, for both new and existing systems, as well as any components that may be installed, modified or interfaced with.
- Vendor must only submit equipment and services for which they are an authorized reseller, or original equipment manufacturer (OEM).
- Vendor shall demonstrate at least 5 years of successful design, migration, application, installation, and testing experience for the systems and equipment, both existing on TCNJ campus and proposed.
- All installers assigned to the installation of this system or any of its components shall have a minimum of 3 years experience in the installation of proposed equipment and or services.
- Vendor must have completed a minimum (3) successful installations of similar architecture, size and scope at institutions of Higher Education similar to TCNJ, and provide references as requested.

26. **Evaluation Criteria**
Vendors will be evaluated on the criteria outlined below. The criteria below is not in any order.

- Price
- Vendor's ability to provide specified services or merchandise satisfactorily with respect to the College’s design and operational needs.
- Vendor's experience in providing required services and/or merchandise.
- Post sale service maintenance.
• References and prior performance with other colleges or universities
• Quality of training and documentation.
• Vendor's longevity in business and potential for continuance in business
• Implementation plan.
• Ease of integration / transition with our current infrastructure
• Certifications, awards, warranties.
ADDENDUM A - PROPOSAL FORMAT, CONTENT AND DELIVERY

Proposals shall be prepared double-sided (duplex) on 8.5” X 11” paper, with all text clear of binding. The text type size shall not be less than a 12 point font. Use of 11” x 17” fold-out sheets for large tables, charts or diagrams is permissible. The proposal should be three-ring bound. The proposals must be indexed with a table of contents to corresponding tabbed dividers. All pages should be sequentially numbered.

One digital copy in Adobe PDF format shall be included with your hard copy (CD or thumb drive or if by email, after bid opening). All communication shall be limited to the College’s Purchasing department:

The College of New Jersey
Roselle Horodeski, Purchasing Department
The Office of Finance & Business Services
Administrative Services Building, Room 201
2000 Pennington Road
PO Box 7718, Ewing, New Jersey 08628-0718
horodesk@tcnj.edu
609-771-2495
Fax: 609-637-5140

Proposal should be succinct and relevant to the requirements. Data must be presented in a clear, concise, understandable and organized manner. The College reserves the right to reject, without further review, proposals which do not meet these criteria.
COST SHEET

Please review all the specifications on the previous page(s) and complete the following cost sheet in its entirety. Please read all the information carefully for the details. Any deviations from the specifications during this process, if in the opinion of the College, deters from the original specifications, may be grounds for disqualification of your proposal.

<table>
<thead>
<tr>
<th>Description</th>
<th>Ext. Price</th>
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<tr>
<td>Services subtotal</td>
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<td>Equipment subtotal</td>
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<td>Annual Licensing</td>
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<td>Credit for existing equipment</td>
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<td>Optional services, equipment, etc. (as listed in specifications)</td>
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<td>*please list separately; attached other sheets as necessary</td>
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All shipping and handling charges must be included in the total cost. The College is F.O.B. Destination and Tax Exempt.

The College reserves the right to require bidders to provide a detailed breakdown of all subtotal bid prices upon request.

Discount Payment Terms: __________________________________________

Will pricing be extended to other NJ State Colleges and Universities? ( ) Yes ( ) No

Price quotes are firm through issuance of contract until the following date:

__________________________

Company Name:

__________________________

Bidders Signature:
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers’ representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.
The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

IF AWARDED A CONTRACT YOUR COMPANY/FIRM WILL BE REQUIRED TO COMPLY WITH THE AFFIRMATIVE ACTION REQUIREMENTS LISTED ABOVE.

Firm Name:____________________________________________________________________
Signature:____________________________________________________________________
Title:________________________________________________________________________
Date:________________________________________________________________________
NON-COLLUSION STATEMENT

Date: __________________________

The College of New Jersey
The Office of Budget and Finance, Department of Purchasing
Administrative Services Building, Room 201
P.O. Box 7718
Ewing, New Jersey 08628-0718

To Whom It May Concern:

This is to certify that the undersigned bidder __________________________ as not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal submitted to The College of New Jersey on the __________ day of __________, 20_____.

Signature: ____________________________________________________________

Corporate Seal: ______________________________________________________

Attest by: ___________________________________________________________

Sworn to and subscribed before me this _______day of __________, 20_____.

My commission Expires: ______________________________________________

Notary Public

THIS STATEMENT MUST BE COMPLETED AND SIGNED
STOCKHOLDER DISCLOSURE FORM

Firm Name: _____________________________________________________________

Address: ________________________________________________________________

City/State/ZIP: _____________________________________________________________

List the names and addresses of all individuals, corporations, or any other owner having
10% or greater interest in the corporation or partnership named in item 1. If a listed
owner is a corporation or partnership, then list the names and addresses of holders of 10%
or more interest in that corporation or partnership. If additional space is necessary, list on
an attached sheet. If there are no owners with 10% or more interest in your company,
enter "None" below.

Complete affidavit at bottom of form.

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<th>Street</th>
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President of the Firm (Type or print name)              Telephone Number

I certify that (check applicable blanks):

_____ A list of stockholders names and addresses has been submitted to the Secretary
of State of New Jersey and it is current and correct to the best of my knowledge,
with the exceptions as listed above.

_____ The list of stockholders above is current and correct to the best of my
knowledge.

_____ There are no stockholders holding 10% or more interest in this corporation or
firm to the best of my knowledge.

_____ Firm is a sole ownership and not subject to corporation or partnership disclosure
requirement.

Signature of Authorized Representative

Name_____________________________________ Title:_________________

Witnessed by________________________________ Date:______________

THIS FORM MUST BE COMPLETED, SIGNED, AND WITNESSED
INFORMATION AND INSTRUCTIONS
For Completing The “Two-Year Vendor Certification and Disclosure of Political Contributions” Forms

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued Executive Order 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding $17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued Executive Order No. 117 (“E.O. 117”), which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State, the Certification and Disclosure of Political Contributions form (CH51.1R1/21/2009) is valid for a two (2) year period. Thus, if a vendor receives approval on Jan 1, 2009, the certification expiration date would be Dec 31, 2011. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/EO117 forms to the State Review Unit. Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.

Prior to the awarding of a contract, the agency should first send an e-mail to CD134@treas.state.nj.us to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Forms

NOTE: Please refer to the next section, “Useful Definitions for Purposes of Ch. 51 and E.O. 117,” for guidance when completing the forms.

Part 1: VENDOR INFORMATION

Business Name – Enter the full name of the Vendor, including trade name if applicable.

Business Type -- Select the vendor’s business organization from the list provided.

Address, City, State, Zip and Phone Number -- Enter the vendor’s street address, city, state, zip code and telephone number.

Vendor Email – Enter the vendor’s primary email address.

Vendor FEIN – Please enter the vendor’s Federal Employment Identification Number.
INFORMATION AND INSTRUCTIONS
For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms


Read the following statements and verify that from the period beginning on or after October 15, 2004, no contributions as set forth at subsections 1(a)-(c) have been made by either the vendor or any individual whose contributions are attributable to the vendor pursuant to Executive Order 117 (2008).

NOTE: Contributions made prior to November 15, 2008 are applicable to Chapter 51 only.

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

Check the box at top of page 2 if no reportable contributions have been made by the vendor. If the vendor has no contributions to report, this box must be checked.

Name of Recipient Entity – Enter the full name of the recipient entity.

Address of Recipient Entity – Enter the recipient entity’s street address.

Date of Contribution – Indicate the date of the contribution.

Amount of Contribution – Enter the amount of the reportable contribution.

Type of Contribution – Select the type of contribution from the list provided.

Contributor Name – Enter the full name of the contributor.

Relationship of Contributor to the Vendor – Indicate relationship of the contributor to the vendor, e.g. officer or partner of the company, spouse of officer or partner, resident child of officer or partner, parent company of the vendor, subsidiary of the vendor, etc.

NOTE: If form is being completed electronically, click “Add a Contribution” to enter additional contributions. Otherwise, please attach additional pages as necessary.

Part 4: CERTIFICATION

Check box A if the person completing the certification and disclosure is doing so on behalf of the vendor and all individuals and/or entities whose contributions are attributable to the vendor.

Check box B if the person completing the certification and disclosure is doing so on behalf of the vendor only.

Check box C if the person completing the certification and disclosure is doing so on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Enter the full name of the person authorized to complete the certification and disclosure, the person’s title or position, date and telephone number.
INFORMATION AND INSTRUCTIONS
For Completing The “Two-Year Vendor Certification and Disclosure of Political Contributions” Forms

USEFUL DEFINITIONS FOR THE PURPOSES OF Ch. 51 and E.O. 117

- "Vendor" means the contracting entity.

- "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 also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s spouse or civil union partner and any child residing with that person. 1

- "Officer" means a president, vice-president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.

- "Partner" means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

- "Reportable Contributions" are those contributions, including in-kind contributions, in excess of $300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.

- "In-kind Contribution" means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.

- "Continuing Political Committee" includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least $4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).

1 Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.
INFORMATION AND INSTRUCTIONS
For Completing The “Two-Year Vendor Certification and Disclosure of Political Contributions” Forms

• “Candidate Committee” means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.

• “State Political Party Committee” means a committee organized pursuant to N.J.S.A. 19:5-4.

• “County Political Party Committee” means a committee organized pursuant to N.J.S.A. 19:5-3.

• “Municipal Political Party Committee” means a committee organized pursuant to N.J.S.A. 19:5-2.

• “Legislative Leadership Committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.

• “Political Party Committee” means:
  1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
  2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
  3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2.

Agency Submission of Forms
The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. Original forms should remain with the Agency and copies should be sent to the Chapter 51 Review Unit.

Questions & Answers
Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or Executive Order 117 (2008) may be submitted electronically through the Division of Purchase and Property website at http://www.state.nj.us/treasury/purchase/execorder134.htm. Responses to previous questions are posted on the website, as well as additional reference materials and forms.

NOTE: The Chapter 51 Q&A on the website DOES NOT address the expanded pay-to-play requirements imposed by Executive Order 117. The Chapter 51 Q&A are only applicable to contributions made prior to November 15, 2008. There is a separate, combined Chapter 51/E.O. 117 Q&A section dealing specifically with issues pertaining to contributions made after November 15, 2008, available at http://www.state.nj.us/treasury/purchase/execorder134.htm#state.
State of New Jersey
Division of Purchase and Property
Two-Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions

Part 1: Vendor Information

Full Legal Business Name (Including trade name if applicable)

Business Type
- Corporation
- Limited Partnership
- Professional Corporation
- General Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Liability Partnership

Address 1
Address 2
City State Zip Phone

Vendor Email Vendor FEIN


I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).

   a) Within the preceding 18 months, the below-named person or organization has not made a contribution to:

      (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor;
      (ii) Any State, county, municipal political party committee; OR
      (iii) Any legislative leadership committee.

   b) During the term of office of the current Governor(s), the below-named person or organization has not made a contribution to

      (i) Any candidate, committee and/or election fund of the Governor or Lieutenant Governor; OR
      (ii) Any State, county or municipal political party committee nominating such Governor in the election preceding the commencement of said Governor's term.

   c) Within the 18 months immediately prior to the first day of the term of office of the Governor(s), the below-named person or organization has not made a contribution to

      (i) Any candidate, committee and/or election fund of the Governor or Lieutenant Governor; OR
      Any State, county, municipal political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling 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) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.
Part 3: Disclosure of Contributions Made

Check this box if no reportable contributions have been made by the above-named business entity or individual.

<table>
<thead>
<tr>
<th>Name of Recipient</th>
<th>Address of Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Contribution</td>
<td>Amount of Contribution</td>
</tr>
<tr>
<td>Type of Contribution (i.e. currency, check, loan, in-kind)</td>
<td></td>
</tr>
</tbody>
</table>

Contributor Name

Relationship of Contributor to the Vendor

Contributor Address

City ___________________ State ___________ Zip ___________

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.
Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

(A)  I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).

(B)  I am certifying on behalf of the above-named business entity only.

(C)  I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name ___________________________  Print Name ___________________________
Phone Number ___________________________  Date ___________________________
Title/Position ____________________________

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.
"N.J.S.A. 52:34-13.2 CERTIFICATION"

SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: _____________________________ Waiver Number: _______________________________

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the referenced contract issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the “Division”), in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:
List every location where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

<table>
<thead>
<tr>
<th>Contractor and/or Subcontractor</th>
<th>Description of Services</th>
<th>Performance Location[s] by COUNTRY</th>
<th>Reasons why services cannot be performed in USA</th>
</tr>
</thead>
</table>

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the Director, Division of Purchase and Property (the “Director”).

The Director shall determine whether sufficient justification has been provided by the Contractor 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.

I understand that, after a award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor: ____________________________________________________________

[Name of Organization or Entity]

By: ________________________________________________________________ Title: _______________________________

Print Name: ______________________________________ Date: ________________________________
MACBRIDE PRINCIPLES FORM

BIDDER'S REQUIREMENT: TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989

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

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

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

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

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

Signature: ____________________________

Print Name: ____________________________

Title: ____________________________

Firm Name: ____________________________

Date: ____________________________
Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

- is not providing goods or services of $20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**
- is not a financial institution that extends $20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

### PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET.**

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship to Bidder/Offeror</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Activities</td>
<td></td>
</tr>
<tr>
<td>Duration of Engagement</td>
<td>Anticipated Cessation Date</td>
</tr>
<tr>
<td>Bidder/Offeror Contact Name</td>
<td>Contact Phone Number</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Full Name (Print):</th>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
VENDOR QUALIFICATION SHEETS

Vendors are requested to submit evidence of qualifications to meet all requirements as required by the Office of Finance & Business Services at The College of New Jersey by providing the information listed below.

If this information is being requested as part of an RFP or RFQ, vendors may be requested to furnish additional information for clarification purposes. This will in no way change the vendor's original proposal.

TO BE COMPLETED BY VENDOR

1. Please list the types of commodities that your company can provide.
   A.
   B.
   C.

2. The number of years your firm has been providing these services. ______ Year(s)

3. Location of vendor's office that will be responsible for managing contract/service:
   Name: _________________________________________________________________________
   Telephone: _________________________       Fax:_____________________________________
   Email Address: __________________________________________________________________
   Street Address: __________________________________________________________________
   City/State/Zip: __________________________________________________________________
   Federal Identification Number: ______________________________________

4. Address where all purchase orders and payment are to be mailed by users of any contract(s) resulting from this proposal (if different from above).

   **Purchase Orders:**
   Firm Name: _________________________________________________________________
   Street Address: ______________________________________________________________
   City/State/Zip: ______________________________________________________________

   **Remittances:**
   Firm Name: _________________________________________________________________
   Street Address: ______________________________________________________________
   City/State/Zip: ______________________________________________________________
VENDOR QUALIFICATIONS- continued

5. Name of insurance company:
   Street Address: ____________________________________________________________
   City/State/Zip: ____________________________________________________________
   Types of Insurance: ________________________________________________________

6. Name of individual to contact for sales/services information:
   Name: _____________________________________________________________________
   Telephone: __________________________________________________________________
   Email Address: __________________________________________________________________
   Street Address: __________________________________________________________________
   City/State/Zip: __________________________________________________________________

7. List the names and titles of personnel who will service this contract:
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________

8. Is your firm registered with the Secretary of State of New Jersey? Yes____ No_____

9. Is your firm incorporated? Yes____ No_____  
   A) In What State? ____________________________

10. Is your firm considered a small business in the State of New Jersey? If yes, please attach a certificate or certification statement from the New Jersey Commerce and Economic Growth Commission. If no and you would like to register, please contact the New Jersey Commerce and Economic Growth Commission at 609-777-0885.
   Small Business: Yes____ No_____  
   A) What category does your firm fall under?
      Gross Revenues do not exceed $500,000 ________
      Gross Revenues do not exceed $5 million ________
      Gross Revenues do not exceed $12 million ________
Under Executive Order 34, TCNJ is responsible for soliciting demographic information from its vendors. TCNJ is required to seek the following information from each firm under contract with us:

1. Is more than fifty percent (50%) of your company minority owned? (circle one) YES NO
   (African-American, Hispanic, Asian, and/or Native American)

2. Is more than fifty percent (50%) of your company woman owned? (circle one) YES NO

3. What is the ethnicity of the owner of your company: (check applicable according to 51% ownership)
   - ☐ Asian American
   - ☐ Multiple Ethnicities
   - ☐ Non-Minority
   - ☐ Hispanic American
   - ☐ African American
   - ☐ Caucasian American Female
   - ☐ Native American
   - ☐ Unspecified

TCNJ is required to solicit the foregoing information. Your response, however, is strictly voluntary. Please be advised that any contracting decisions made by TCNJ will not be influenced in any way by your decision to provide the above information.

EXECUTIVE ORDER #34: MINORITY AND WOMEN BUSINESS ENTERPRISES

On September 15, 2006, Governor Corzine signed Executive Order 34 establishing a Division of Minority and Women Business Development. The Division is charged with administering and monitoring policies, practices, and programs to ensure that New Jersey owned minority and women business enterprises (MWBE) are afforded an equal opportunity to participate in New Jersey’s purchasing and procurement processes.

State entities are required to report to the Division the ethnic and gender composition of the vendors with which we do business.

VENDOR QUALIFICATIONS -

11. Please provide a list of former or present clients. Also, indicate the name of a contact person and telephone number for reference purposes. Any personnel from The College of New Jersey listed as a reference will not be considered a valid reference.

   A. Client Name:

   Contact Name:

   Telephone Number:

   Fax Number:

   Email Address:

   B. Client Name:

   Contact Name:
Telephone Number:
Fax Number:
Email Address:

C. Client Name:
Contact Name:
Telephone Number:
Fax Number:
Email Address:

D. Client Name:
Contact Name:
Telephone Number:
Fax Number:
Email Address:
12. Please answer the following questions related to your prior experience:

a. Has the bidder been found, though either court adjudication, arbitration, mediation, or other contractually stipulated alternate dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete the contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with the contracting unit? If yes, attach summary of details on a separate sheet.

Yes__________    No__________

b. Has the bidder defaulted on a contract, thereby requiring the local unit to utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract? If yes, attach summary of details on a separate sheet.

Yes__________    No__________

c. Has the bidder defaulted on a contract, thereby requiring the local unit to look to the bidder’s surety for completion of the contract or tender of the costs of completion? If yes, attach summary of details on a separate sheet.

Yes__________    No__________

d. Has the bidder been debarred or suspended from contracting with any of the agencies or departments of the executive branch of the State of New Jersey at the time of contract award, whether or not the action was based on experience with the contracting unit. If yes, attach summary of details on a separate sheet.

Yes__________    No__________

Firm Name:___________________________________________________________________________

Signature:_____________________________________________________________________________

Title:_________________________________________________________________________________

Date:_________________________________________________________________________________
GENERAL TERMS AND CONDITIONS

Unless the vendor is specifically instructed otherwise or specifically deleted on this form, the following terms and conditions apply to all contracts or purchase agreements made with The College of New Jersey. These terms are in addition to any terms and conditions set forth in a solicitation and should be read in conjunction with same unless specifically indicated otherwise. In the event that the vendor would like to present terms and conditions that are in conflict with these terms and conditions or proposes changes or modifications or takes exception to any of The College’s terms and conditions, the vendor must present those conflicts in writing prior to the submission of their proposal/bid for the required goods/services. Any conflicting terms and conditions that the College is willing to accept will be reflected in writing. Any cross out or change in the College's terms and conditions at time of proposal/bid submission may be a factor in determining an award of contract or purchase agreement.

Vendors are notified by this statement that all terms and conditions will become a part of any contract or order awarded as a result of a request for proposal whether stated in part, in summary, or by reference. In the event a vendor's terms or conditions conflict with a State law and/or the College's terms and conditions, the State law or College's terms and conditions will prevail.

The vendor’s status pursuant to all contracts or purchase agreements shall be that of an independent contractor and not of an employee of The College or the State of New Jersey.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS

1.1 CORPORATE AUTHORITY-N.J.S.A. 14A:13-3 requires that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out of the State must file a Certificate of Authority with the Secretary of State, Department of State, State House, Trenton, New Jersey.

1.2 ANTI-DISCRIMINATION -All parties to any contract with The College of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained in N.J.S.A 10:2-1 through 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.

1.3 PREVAILING WAGE ACT-The New Jersey Prevailing Wage Act N.J.S.A. 34:11-56.26 et seq. is hereby made a part of every contract entered into on behalf of The College of New Jersey except those contracts which are not within the contemplation of the Act. The vendor's signature on his proposal guarantees that neither the firm nor any subcontractors employed to perform the work covered by his proposal has been suspended or debarred by the Commissioner of the Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the vendor's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by his proposal will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

1.4 WORKER AND COMMUNITY RIGHT TO KNOW ACT-The provisions of N.J.S.A. 34:5A-1 et seq which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to The College must be labeled by the vendor in compliance with the provisions of the Act.

1.5 OWNERSHIP DISCLOSURE-Contracts for any work, goods, or services cannot be issued to any firm unless prior to or at the time of bid submission the firm has disclosed the names and addresses of all its owners holding 10% or more of the firm's stock or interest. Refer to N.J.S.A. 52:25-24.2.

1.6 COMPLIANCE-STATE LAWS-It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed by and construed in accordance with the laws of the State of New Jersey. The laws of the State of New Jersey shall determine the rights and obligations of the parties hereto.

A. Business Registration – As a condition to entering into a State contract, effective January 18, 2010, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities are prohibited from entering into a
contract exceeding $4,605 with an entity unless the bidder and each subcontractor named in the bid proposal has a valid Business Registration Certificate on file with the Division of Revenue.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.htm.

B. Public Works Contractor Registration Act - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or http://www.nj.gov/labor/lsse/lspubcon.html.

C. The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.

D. Certification and Disclosure of Political Contributions – Pursuant to P.L. 2005, C 51 and EO no. 117, The College is prohibited from entering into contracts exceeding $17,500 with individuals or entities that made certain political contributions. Prior to awarding any contract or agreement, the vendor shall submit the Certification and Disclosure form to The College, for review and approval by the State Treasurer or his designee, certifying that no contributions prohibited by either Chapter 51 or Executive Order 117 have been made by the vendor and reporting all contributions the vendor 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.

E. Political Contribution Disclosure – For any contract exceeding $17,500, with the exception of contracts awarded as a result of the public advertising for bids, the vendor must comply with the requirements of P.L. 2005, c.271.

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

G. Compliance Codes - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

1.7 COMPLIANCE-LAWS-The vendor must comply with all local, state, and federal laws, rules, and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2. LIABILITIES

2.1 LIABILITY-COPYRIGHT-The vendor shall hold and save The College of New Jersey and its officers, agents, students, and employees harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of any contract awarded pursuant to this proposal.
2.2 INDEMNIFICATION- The vendor shall assume all risk of and responsibility for any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property of any person or persons whatsoever which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract; and additionally agrees to indemnify, defend, and save harmless The College of New Jersey and its officers, agents, students, and employees from and against such proceedings. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

2.3 INSURANCE BY THE CONTRACTOR: The insurance shall be of the kinds and in the amounts required in this paragraph, and shall be issued by insurance companies approved to do business in New Jersey. The College of New Jersey, the State of NJ, and the NJ Educational Facilities Authority shall be named as an additional insured on the policies. The Contractor expressly agrees that any insurance protection required by this contract shall in no way limit the Contractor’s obligations under this contract, and shall not be construed to relieve the Contractor from liability in excess of such coverage. Nor shall it preclude the College from taking such actions as are available to it under any other provisions of this contract or law. The successful vendor shall secure and maintain in force, for the term of the contract, liability insurance as provided herein. The certificate shall not be cancelled for any reason except after 30 days written notification to the Purchasing Department for The College of New Jersey.

A. The insurance to be provided by the successful bidder shall be as follows:

1. Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than $1,000,000 per occurrence for bodily injury liability and $1,000,000 per occurrence for property damage liability.

2. Comprehensive General Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of $1,000,000 combined single limits.

3. Worker's Compensation Insurance applicable to laws of the State of New Jersey and Employers Liability Insurance with a limit of not less than $500,000.

B. Upon request, the successful vendor will provide certificates of such insurance to the Purchasing Department prior to the start of the contract and periodically during the course of a multi-year contract.

C. EVIDENCE OF INSURANCE. The Contractor shall when this contract is signed and before beginning the work required under this contract, provide the College with valid certificates of insurance signed by an insurance provider or authorized agent or underwriter to evidence the Contractor’s insurance coverage as required in this paragraph, and also copies of the policies themselves. The certificates of insurance shall specify that the insurance provided is of the types and in the amounts required in this paragraph, and that the policies cannot be canceled except after 30 days written notice to the College.

D. CANCELLATION. The certificates of insurance shall provide for 30 days written notice to the College before any cancellation, expiration or non-renewal during the term the insurance is required by this contract. The Contractor shall also be required to provide the College with valid certificates of renewal when policies expire. The Contractor shall also, when requested, provide the College with additional copies of each policy required under this contract, which are certified by an agent or underwriter to be true copies of the policies issued to the Contractor.

E. REMEDIES FOR LACK OF INSURANCE. If the Contractor fails to renew any of its required insurance policies, or any policy is canceled, terminated or modified, the College may refuse to pay monies due under this contract. The College, in its sole discretion and for its sole benefit, may use monies retained under this paragraph to attempt to renew the Contractor’s insurance or obtain substitute coverage if possible for the College's sole benefit, and may invoke other applicable remedies under the
contract including claims against the Contractor and its surety. During any period when the required insurance is not in effect, the College may also, in its sole discretion, either suspend the work under the contract or terminate the contract.

3. **TERMS GOVERNING ALL PROPOSALS TO THE COLLEGE OF NEW JERSEY**

3.1 **CONTRACT AMOUNT** - The amount of any contract negotiated, as a result of this proposal shall not be construed as either the maximum or the minimum amount, which the College shall be obligated to order.

3.2 **CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of Purchasing it is in the best interest of the College to extend any contract awarded as a result for a period of all or any part of a year, the vendor will be so notified of the intent at least 30 days prior to the expiration date of the existing contract. If the extension is acceptable to the vendor, at the original prices and on the original terms, notice will be given to the vendor by the College’s Director of Purchasing in writing. Unless otherwise specified in such cases, a new Performance Bond may be required of the vendor on a pro rata basis of the original Performance Bond to cover the period of the extension.

3.3 **VENDOR RIGHT TO PROTEST INTENT TO AWARD**

A. Except in cases of emergency, vendors have the right to protest the Director of Purchasing’s award of the contract as announced in the notice of intent to award. Unless otherwise stated, a vendor's protest must be received no later than ten business days after the date on the notice of intent to award. In the public interest, the Director of Purchasing may shorten the protest period, but shall provide at least 48 hours for vendors to respond to a proposed award.

B. A protest must be in writing and delivered to the Director of Purchasing. It must include the specific grounds for challenging the award.

C. The Director of Purchasing shall render the College's decision within 10 days to the protesting vendor.

3.4 **TERMINATION OF CONTRACT**

A. Change of Circumstances:

1. Where the circumstances or needs of the College significantly change or the contract is otherwise deemed no longer to be in the public interest, the Director of Purchasing may terminate the contract.

2. The vendor must, where practicable, be given 30 days written notice and an opportunity to respond.

B. For Cause:

1. Where a vendor fails to perform or comply with a contract and fails to comply with the College's complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director of Purchasing may terminate the contract subsequent to ten days written notification to the vendor and an appropriate opportunity for the vendor to respond.

2. When a vendor executes a contract poorly as evidenced by formal complaint, late delivery, and poor performance of service, short-shipping etc., the Director of Purchasing may terminate the contract subsequent to ten days written notification to the vendor and an appropriate opportunity for response. In exceptional situations the Director of Purchasing may reduce the period of notification and discretionary dispense with an opportunity to respond.

C. For Convenience:

1. Notwithstanding any provision or language in this contract to the contrary, the Director of Purchasing may terminate at any time, in whole or in part, any contract for the convenience of The College, upon no less than 30 days written notice to the vendor.

D. In the event of termination under this section, the vendor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.
3.5 COMPLAINTS - Where a vendor has a history of performance problems as evidenced by formal complaints and/or contract cancellation for cause pursuant to 3.4.B, that vendor may be bypassed for any future contract awards unless the vendor submits with proposal documentation (See N.J.A.C. 17:12-2.8):

A. An explanation of the past performance difficulties and the reasons for such occurrences.

B. An outline of corrective action taken by the vendor to preclude future recurrences of the same or similar problems in the event the vendor is awarded the contract.

3.6 SUBCONTRACTING OR ASSIGNMENT - The contract may not be subcontracted or assigned by the vendor, in whole or in part, without the prior written consent of the Director of Purchasing. Such consent, if granted, shall not relieve the vendor of any of his responsibilities under the contract. In the event that a vendor proposes to subcontract for the services to be performed under the terms of the contract award, it shall be stated in the proposal and a list of subcontractors and an itemization of the subcontract services to be supplied will be attached, for approval prior to award of the contract. Nothing contained in the specifications shall be construed as creating any contractual relationship between a subcontractor and the College.

3.7 PERFORMANCE GUARANTEE OF VENDOR - The vendor hereby certifies that:

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

B. All equipment operated by electrical current is UL listed where applicable.

C. All new machines are guaranteed as fully operational for the period stated in the RFP from time of written acceptance by The College. The vendor will render prompt service without charge, regardless of geographic location.

D. Sufficient quantities of parts for the proper service to equipment will be maintained at distribution points and service headquarters.

E. Trained technicians are regularly employed in the territory to provide service and repairs to equipment within 48 hours or a period of time accepted as customary industry practice.

F. Any material/equipment rejected for failure to meet the specifications or requirements of the College shall be immediately replaced by the vendor with properly specified equipment/material. Such replacement shall be completely at the vendor’s expense.

G. All services rendered to the College shall be performed in strict and full compliance with the specifications of the contract.
   1. A service contract shall not be considered complete until final approval by the College is rendered.
   2. Payment for services rendered may not be made until final approval is given by the College.

H. Vendor's obligations under this contract is in addition to the vendor's other expressed or implied assurances under this contract or New Jersey State Law and in no way diminishes any other rights that the College may have against the vendor for faulty material, equipment, or work.

I. Bid and Performance Security
   a. Bid Security – If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17:12-2.4. Acceptable forms of bid security are as follows:
      1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier’s check drawn to the order of The College of New Jersey.
2. The College will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the College will:

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

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

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

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

Acceptable forms of performance security are as follows:

1. The contractor shall be required to furnish an irrevocable security in the amount listed in the bid or Request for Proposal payable to The College of New Jersey, binding the contractor to provide faithful performance of the contract.

2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of The College of New Jersey.

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

3.8 DELIVERY GUARANTEES- Deliveries shall be made at such time and in such quantities as ordered in strict compliance with the conditions contained in the contract. The vendor shall be responsible for the delivery of material in first class condition and in accordance with good commercial practice. Items delivered must be strictly in accordance with bid specifications. In the event delivery of goods or services is not made within the time frame specified or under the schedule stipulated in the specifications, the College may obtain the goods or services from any available source and the difference in price, if any, will be paid by the vendor failing to fulfill the commitment.

3.9 RIGHT TO INSPECT VENDOR'S FACILITIES- The College reserves the right to inspect the vendor's establishment before making an award, for the purposes of ascertaining whether the vendor has the necessary facilities for performing the contract. The College may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the College in making a contract award which is most advantageous to the College.

3.10 RIGHT TO FINAL ACCEPTANCE- The College reserves the right to reject any or all bids, or to award a contract in whole or in part if deemed to be in the best interest of the College, price and other factors considered. In case of tie bids, the contract shall be awarded at the discretion of the Director of Purchasing to the vendor or vendors best meeting all of the specifications and conditions.
3.11 MAINTENANCE OF RECORD - The vendor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the College upon request.

3.12 Extension of Contract to Other Institutions – It is understood and agreed that in addition to The College, other New Jersey higher education institutions may also participate in this contract at the same pricing, terms, etc.

3.13 MERGERS, ACQUISITIONS - If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the College as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested, which may include but need not be limited to the following:
  a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
  b. updated information including ownership disclosure and Federal Employer Identification Number

3.14 Right to Request further Information - The College reserves the right to request all information which may assist in making a contract award, including factors necessary to evaluate the bidder’s financial capabilities to perform the contract. Further the College reserves the right to request a bidder to explain, in detail, how the bid prices were determined.

3.15 BID ACCEPTANCES AND REJECTIONS - The provisions of N.J.A.C. 17:12-2.6 et. Seq. through 17:12-2.12 relating to the right to waive minor elements of non-compliance and defines causes for automatic bid rejection apply to all proposals and bids.

4. TERMS RELATING TO PRICE QUOTATION

4.1 PRICE FLUCTUATIONS DURING CONTRACT - Unless otherwise noted by the College, all prices quoted shall be firm and not be subject to increase during the period of the contract. In the event of a manufacturer's price decrease during the contract period, the College shall receive the full benefit of such price reduction on any subsequent orders for goods or services. The Purchasing Department must be notified in writing of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause.

4.2 DELIVERY COSTS - Unless noted otherwise in the specification, all quoted prices shall include delivery F.O.B. Destination. The vendor shall assume all liability and responsibility for the delivery of merchandise in good condition to The College of New Jersey or any other location specified by the contract. F.O.B. Destination shall be interpreted as platform delivery to the Receiving Department of the College or other receiving point indicated in the contract. In certain instances spot deliveries may be specified and required. No additional freight charges will be payable for transportation costs resulting from partial shipments made for the vendor's convenience when a single shipment is ordered.

4.3 COD TERMS - Unless otherwise stated COD terms are not acceptable and such contingency shall constitute just cause for automatic rejection of a bid.

4.4 TAX CHARGES - The College of New Jersey is exempt from the New Jersey sales or use tax pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax Act N.J.S.A. 54:32B-1 et seq. Additionally, the College is exempt from Federal Excise Tax. An exemption certificate or number is not required for The College of New Jersey to make tax-exempt purchases. Official requests on College letterhead or official purchase orders signed by a qualified officer is sufficient proof for the vendor of exemption from paying the sales tax. Vendors should not include tax charges in their price quotations or on subsequent invoices for purchased goods or services. The College's Federal Employer Identification Number is 222797398.

4.5 PAYMENT TO VENDORS - Payments for goods and/or services purchased by the College will only be made after receipt of contracted items and approval of the invoice for payment. The College obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.
New Jersey Prompt Payment Act – The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed invoice or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the College prior to processing any payments for goods and services accepted by the College. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds $5.00 per properly executed invoice.

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

4.6 CASH DISCOUNTS - Cash discounts for periods of less than 21 days will not be considered as factors in the award of contracts. For purposes of determining the College’s compliance with any discount offered:

A. A discount period shall commence on the date of a properly executed vendor invoice for products and services that have been duly accepted by the College in accordance with terms, conditions and specifications of a valid Contract/Purchase Order. If the invoice is received prior to delivery of the goods or performance of services, the discount period begins with the receipt and acceptance of the goods or completion of services.

B. The date of the check issued by the College in payment of an invoice shall be deemed the date of the College’s response to an invoice for cash discount purposes.

4.7 RECIPROCITY – In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the College will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

5. FORCE MAJEURE
If, because of force majeure, either party hereto is unable to carry out any of its obligations under this contract, other than the obligations to pay money due hereunder, and if such party promptly gives to the other party hereto written notice of such force majeure, then the obligations of the party giving such notice shall be suspended to the extent made necessary by such force majeure and during its continuance, provided that the party giving such notice shall use its best efforts to remedy such force majeure insofar as possible with all reasonable dispatch. The term "force majeure" as used herein shall mean any causes beyond the control of the party affected thereby, such as, but not limited to, acts of God, act of public enemy, insurrections, riots, strikes, lockouts, labor disputes, fire, explosions, floods, breakdowns, or damage to plants, equipment or facilities, embargoes, orders, or acts of civil or military authority, or other causes of a similar nature. Upon the cessation of the force majeure event, the party that had given original notice shall again promptly give notice to the other party of such cessation.

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

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

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

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or employee of specialState officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing
forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

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

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

APPLICABLE LAW - This contract is subject to New Jersey law, including but not limited to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq. This Agreement and all matters or issues collateral to it, shall be governed by and construed in accordance with the law of the State of New Jersey, without regard to its conflict of law provisions.