

# NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

## REQUEST FOR QUALIFICATIONS / PROPOSALS INTERNET SERVICE PROVIDER (ISP) SERVICES

(reference 2009-RFQ/P-037)

### **SOLICITATION BACKGROUND:**

On January 25, 2010, the Authority issued a *Request for Qualifications / Proposals* (“RFQ/P”) (ref. 2010-RFQ/P-035) in an attempt to procure Internet Service Provider (ISP) Services for various site locations. Five (5) proposals were received on March 9, however, four (4) were deemed non-responsive for failure to provide mandatory information as required in the RFQ/P language and one (1) did not clearly demonstrate comparable experience in successfully implementing solutions similar to that required by the Authority. Due to the critical importance of providing these voice and data communication services in support of the Authority’s day-to-day business operations and since the remaining responsive proposal did not clearly demonstrate comparable experience in providing similar solutions, it was determined that it was not in the best interest of the Authority to make an award under the solicitation 2010-RFQ/P-035. As such, proposals were not evaluated and the RFQ/P process was terminated. Proposers were notified that an award would not be made under that *RFQ/P* solicitation (reference 2010-RFQ/P-035).

Proposers interested in viewing the specifications, addenda and “*Questions and Answers*” for 2010-RFQ/P-035 may do so by accessing the “*Bidding Opportunities*” page of the Authority’s website at [www.njeda.com/rfq.asp](http://www.njeda.com/rfq.asp). For ease of reference, the “*Questions and Answers*” regarding 2010-RFQ/P-035 are included and incorporated herein and made a part of the “*Scope of Services / Deliverables*” of this *RFQ/P*.

**This is a re-bid of *Request for Qualifications / Proposals 2010-RFQ/P-035* issued on January 25, and to which responses were received on March 9.** The “*Scope of Services / Deliverables*” defined herein has been modified, accordingly, to more clearly define the needs of the Authority as it relates to procuring these Internet Service Provider (ISP) Services.

### **INTENT / SUMMARY of SCOPE:**

The New Jersey Economic Development Authority (“Authority”) is seeking qualifications and proposals from well-qualified firms to **provide Internet Service and serve as an Internet Service Provider (ISP)** to the **New Jersey Economic Development Authority**, located in Trenton, NJ. In addition to the Trenton site, the Authority presently maintains four (4) remote office locations, which are included in these Internet Service Provider (ISP) requirements. Proposers should refer to the section “*Authority Site Locations*” for additional information regarding the various sites included in the services required of this *Request for Qualifications / Proposals (RFQ/P)* and of the resulting contract.

It is the **intent of the Authority to award a one (1) year contract** for these Internet Service Provider (ISP) Services, **with four (4) one (1) year extension options, to be exercised at the sole discretion of the Authority, at the same terms and conditions. Pricing will remain unchanged for the first two (2) years** (i.e. the initial contract term and the first extension option), should the Authority elect to exercise this extension. Pricing for the subsequent three (3) remaining extension options, if so exercised, will be exercised at the “Maximum Not-to-Exceed” amount, based on the monthly rates stated in the Firm’s “Fee Schedule” (i.e. prices applicable to the first two (2) years of the contract) plus a price escalator equal to the average of the preceding six (6) months *Consumer Price Index (CPI)*. Interested Proposers should refer to the section “Award” of this *RFQ/P* for additional information regarding adjustments, if any, to be made to the Firm’s monthly rates.

It is the Authority’s intent to engage a successful Proposer, who will provide, manage and maintain Internet Services required to support the five (5) Authority site locations’ data and communications needs. Notwithstanding the expiration or termination of the Agreement, the Authority reserves the right, in its sole discretion, to extend the Agreement on a month-to-month basis beyond the expiration or termination until a replacement Firm is procured for these services.

Proposers meeting the qualifications and requirements, as described in this *RFQ/P*, are invited to submit a bid proposal to provide these Internet Service Provider (ISP) Services to the Authority’s business locations.

### **BACKGROUND:**

The New Jersey Economic Development Authority, which was established to promote economic and urban development in the State, is an independent instrumentality of the State of New Jersey. The Authority provides an array of financing, incentives and technical assistance services to businesses, governmental entities and nonprofits. In addition, it plays a key role in implementing major development projects, by providing site selection services, as well as a full range of real estate development services, from assembling land and structuring financing to overseeing building construction. The Authority can assist credit-worthy businesses that need facilities for manufacturing, distribution or research; developers of projects involving office, retail, entertainment and hotel uses; and governmental entities requiring new or renovated facilities.

Since its inception in 1974, the New Jersey Economic Development Authority has provided \$19.6 billion dollars, in assistance, to nearly 10,000 projects. These projects have created an estimated 295,018 jobs within the State. In 2008, the Authority provided over \$551.5 million dollars in assistance to nearly 400 projects and created an estimated 7,018 new permanent jobs and 16,943 construction jobs. The New Jersey Economic Development Authority has developed approximately 9.25 million square feet of new and improved space, valued at more than \$1.3 billion dollars.

### **RFQ/P PROJECTED MILESTONE DATES \*:**

- **Question Period Ends: Monday, April 19, 2010 – 5:00 PM**
- **Final Q & A Responses Posted: on or about Monday, April 19, 2010**
- **Bid Proposals Due: Monday, April 26, 2010 – 3:00 PM**
- **Estimated Recommendation for Award: May 10, 2010 Authority Board Meeting**
- **Expiration of Gubernatorial Veto Period: on or about May 26, 2010**
- **Conditional Notice of Award Issued: on or about May 14, 2010**
- **Compliance Submissions and Insurance Due: on or about May 24, 2010**
- **Contract Executed: on or about June 15, 2010**

\* The above dates are provided to interested Proposers for planning purposes only. These are estimated timeline dates assuming that approval of the Authority's Board is required and do not represent firm commitment dates by which the Authority will take action. In the event Board action is not required, these dates will adjust accordingly.

### **GENERAL INFORMATION:**

#### **AUTHORITY SITE LOCATIONS:**

The **New Jersey Economic Development Authority presently has five (5) business locations which require these ISP services.** In addition to the Authority's main offices located at 36 West State Street, in Trenton, there are four (4) office site locations within New Jersey, which will also require data, communications, and / or Internet connectivity services, as defined herein. Proposers should note that in support of its business operations, the Authority may identify additional remote business locations to be added to the services required of the resulting contract, at the same rates stated in the ISP Firm's proposal, for similar connection rate speeds and Quality of Service (QoS).

The ISP Firm will provide Internet connectivity services to Authority-owned and / or leased office locations, to address the Authority's data and voice communication needs. As of the date of this RFQ/P, **the Authority requires ISP services at the following five (5) locations:**

1. **New Jersey Economic Development Authority**  
36 West State Street  
Trenton, NJ 08625
2. **Waterfront Technology Center at Camden**  
200 Federal Street,  
1<sup>st</sup> Floor - Suite 143  
Camden, NJ 08103
3. **New Jersey Economic Development Authority \***  
Gateway One –  
Suite 900 – 9th Floor  
Newark, NJ 07102
4. **Commercialization Centre for Innovative Technologies (CCIT) (1<sup>st</sup> site)**  
675 US Route 1  
North Brunswick, NJ 08902

5. **Commercialization Centre for Innovative Technologies (2<sup>nd</sup> site)**  
671 US Route 1  
North Brunswick, NJ 08902

\* These are leased facilities and will require the Authority's ITS Department and the successful Proposer to work with the property management firm regarding the installation of any necessary cabling, hardware, etc.

**FUTURE INTEGRATION REQUIREMENTS:**

In an effort to reduce costs and improve efficiencies, **within the next three (3) to six (6) months, the Authority intends to pursue and secure "Voice over Internet Protocol" (VoIP) Services.**

As a precursor to transitioning to VoIP, the Authority seeks through this "Request for Qualifications / Proposals" solicitation to secure a **cost effective, high-quality, virtually uninterrupted Internet Service Provider (ISP)**, to support its present and future voice and data business needs. **The successful Proposer (i.e. "Vendor", "Firm" or "ISP Firm") resulting from this solicitation will be required to then work with the successful Proposer resulting from a future solicitation to provide VoIP services to the Authority.**

**Proposers must consider this intended transition to "VoIP" when preparing the proposal and determining the appropriate solution response to this solicitation. All services provided under the resulting contract must be capable of transitioning to the VoIP application / solution. NO EXCEPTIONS.**

**PRESENT COMMUNICATIONS SERVICE CONFIGURATIONS:**

**T1 LINES / ROUTERS:**

Presently, the Authority has several Internet Service Providers (ISPs) to support its voice and data communication needs. **The present configuration utilizes T1 lines and Cisco routers (model # 2811 series). In addition** there are five (5) Point-to-Point T1 lines presently in place connecting each location with the Trenton site.

Additionally, each site utilizes one (1) T1 / frame relay line and one (1) router to connect to the internet with the exception of the CCIT facility, which employs a fractional DS3 line at twenty-five (25Mbps) megabits per second.

The attached "Communications Connection Charts" (reference *Exhibit T, U and V*) depicts the Authority's present Internet infrastructure. In addition, the chart below provides a brief summary of the present PRIs and service connection speeds at each location:

**New Jersey Economic Development Authority  
Communication and ISP Configurations  
(as of January , 2010)**

Location	City	# of T1 / DS3 Lines Used for Data	Access Internet Via
NJEDA	Trenton	2	3Mbps connection
WTCC	Camden	1	1.5Mbps connection
NJEDA (Gateway One)	Newark	1	1.5Mbps connection
CCIT (1 <sup>st</sup> site)	No. Brunswick	1(DS3)	25 Mbps connection
CCIT (2 <sup>nd</sup> site)	No. Brunswick	1	1.5Mbps connection
TOTAL T1 Lines to be Replaced		5	
TOTAL DS 3 Lines to Be Replaced		1	

**SCOPE OF SERVICES / DELIVERABLES:**

When preparing the bid proposal, the Proposer should consider the following deliverables, as the minimum requirements of the performance, against the resulting contract. **The Authority requires the successful Proposer to serve as the Authority’s Internet Service Provider (“ISP”) and to provide reliable and virtually uninterrupted Internet Service, to the Authority’s business locations, throughout the state.**

**1. DEDICATED CIRCUIT REQUIREMENT:**

The New Jersey Economic Development Authority is seeking a well-qualified, reliable, cost- effective Internet Service Provider capable to meet its Quality of Service (QoS) requirements, to support its communications needs. Prospective Proposers must note that the **Authority requires the successful Proposer (“ISP Firm”, Firm, or “Vendor”) to provide these services on its own, separate and distinct circuit. The Authority will not consider a proposal, nor will it accept service following the award of a contract, which requires the Authority to share circuits with other entities, regardless of duration or percentage of circuit capacity allocated to the Authority and other firms sharing the circuit. NO EXCEPTIONS.**

**2. REQUIRED SERVICE FEATURES / CONFIGURATION:**

As a result of this solicitation, it is the Authority’s intent to reduce costs and improve efficiencies by eliminating the use of the current T1 lines between the four (4) sites and the Trenton facility. The data and communications services solution resulting from the subsequent Internet Services contract will be a **Multi-protocol Label Switching (“MPLS”) network configuration, with Dynamic IP service that will provide Inter-Site, Internet and Public Switched Telephone Network (“PSTN”) access to each of the Authority’s facilities, simultaneously.**

Each Authority site will require a single connection point to connect either point to the Authority sites or to the Internet and / or PSTN.

**3. EXTERNAL INTERNET ADDRESSES:**

The successful ISP Firm must provide an IP pool of **at least fifty (50) Public IP addresses**, for use by the Authority. The costs associated with these Public IP addresses must be included in the Proposer’s **“Maximum Not-to-Exceed Monthly ISP Rate Fee”** for the Trenton location site (reference *Exhibit R - “Fee Schedule – Section 1A”*).

**4. DIRECT INBOUND DIAL TELEPHONE NUMBERS:**

The ISP Firm must provide a minimum of three hundred (300) Direct Inbound Dialing (“DID”) telephone numbers for use by the Authority. It is strongly desired that these telephone numbers be **sequentially numbered**. Distribution of these three hundred (300) DID lines within an area code and site / Local Access and Transportation Area (“LATA”) prefix should be as follows:

Area Code Site	LATA Prefix Site	Number of DID Lines	# of Acceptable LATA Prefixes
609	Trenton	245	4
856	Camden	10	1
732	North Brunswick (1 <sup>st</sup> site)	10	1
732	North Brunswick (2 <sup>nd</sup> site)	10	1
973	Newark	25	1

With the exception of the Trenton location, **all sites must have single block of DID numbers in the same sequence**. The Trenton location should have no more than **four (4) blocks of LATA prefixes of sequential DID numbers**.

The Authority requires **each of the three hundred (300) DID lines to be equipped with Caller – ID features, as well as fixed local and long distance calling rates**. The **monthly cost and any per line usage fees, Caller ID charges, etc. for these DID numbers must be included in / amortized into the “Maximum Not-to-Exceed Monthly ISP Rate Fee”** for the Trenton location (reference *Exhibit R – Section 1A*).

In the event the Authority should find the need to reduce these three (300) hundred DID numbers by an estimated twenty (20%) percent or more (i.e. a decrease of sixty (60) numbers); the ISP Firm will be required to adjust the **“Maximum Monthly ISP Rate Fee”** for the Trenton location by the number of DID lines no longer required by the Authority. As such, **Proposers will indicate a unit cost per DID line** (reference *Exhibit R – Section 1C*) **which was amortized into the “Maximum Not-to-Exceed Monthly ISP Rate Fee”** for the Trenton location. This Unit Price per DID Line will be indicated in *Section 1C of Exhibit R*. This cost per line will be used to determine any reduction in the **“Maximum Not-to-Exceed Monthly ISP Rate Fee”** for the Trenton location in the event the Authority reduces its need for a given number of DID

numbers, however, it will not be used to evaluate proposals. For instance, if the cost for a DID line is one (\$1.00) dollar per month and the Authority reduces its needs by sixty-one (61) DID numbers; the ISP Firm will reduce its “*Maximum Monthly ISP Rate Fee*” for Trenton by the corresponding sixty-one (\$61.00) dollars per month.

##### **5. LOCAL / LONG DISTANCE / INTERNATIONAL RATES:**

Within the upcoming estimated six (6) month period, the Authority anticipates pursuing “**Voice over Internet Protocol (VoIP) Services**”. As a precursor to transitioning to *VoIP*, the Authority seeks through this *RFQ/P* to secure a **cost effective, high-quality, virtually uninterrupted Internet Service Provider (ISP)**, to support its present and future voice and data needs. As indicated in the section “*Future Integration Requirements*” of this *RFQ/P*, **the ISP Firm resulting from this solicitation will be required to then work with the successful Proposer resulting from a future solicitation to provide VoIP services to the Authority.**

Until such time as the Authority transitions to *VoIP*, **Proposers must indicate a firm rate / price per minute for local and long distance usage on the “Fee Schedule – Exhibit R – Sections 2A and 2B”**, respectively.

Additionally, in support of its efforts to attract international businesses to establish a business presence in New Jersey, the Authority requires the ISP Firm to also provide cost-effective inter-national calling capabilities. Presently, the Authority’s primary focus is on the following ten (10) countries:

1. Canada
2. United Kingdom
3. Germany
4. Japan
5. South Korea
6. Malaysia
7. China
  - a. Taiwan
8. Brazil
9. Portugal
10. India

When preparing the “*Fee Schedule*” for these international rates to the countries indicated above, **Proposers must indicate a firm rate / price per minute, for EACH of the international locations indicated above on the “Fee Schedule – Exhibit R – Section 2C – 1 - 10”**, respectively.

In the event that the Authority should identify the need to access other countries not indicated herein, **Proposers should provide a supplemental listing detailing its rates in “price per minute” format, for access to other countries, not specifically indicated herein. This list should be all encompassing and address all countries to which the respondent provides service.** While the Authority will utilize these rates, should it find the need to contact countries in addition to those indicated herein, these supplemental rates will not be used to evaluate proposals. **Proposers should indicate these supplemental rates on a separate “Fee Schedule” / listing of its**

**own design** (i.e. a computer print-out detail) **indicating the country and corresponding rate / price per minute.**

**IMPORTANT:**

**When preparing its proposal these services, Proposers must consider the Authority's intent to transition to VoIP voice communications. All services provided against the resulting contract must be capable of transitioning to VoIP, at later date. NO EXCEPTIONS.**

**6. SITE-SPECIFIC SERVICE REQUIREMENTS:**

As indicated, each of the Authority's site locations has varying levels of requirements needed to support the business operations, at that site. Below are general requirements applicable to each of the Authority's locations. In the event it is **necessary for the successful ISP Firm to make any adjustments or enhancements to the Authority's existing hardware, connection points, etc, the ISP Firm will be required to make such changes / enhancements at no additional charge to the Authority, as part of its initial installation of service.**

The ISP Firm will be required to comply with the following criteria at each location:

- A. The demarcation point (i.e. the point from which the service provider delivers the ISP services and the Authority (in this case, "the Customer") takes responsibility for the infrastructure) **MUST be wired according to current ITU, EIA /TIA & IEEE standards.**
- B. **Acceptable media types for the service hand-off at the demarc for the 36 W State Street location** (approx 12 Mbps Data / 192 Ch. Voice) are:
  - Ethernet Hand-Off (RJ-45)
  - Optical Fiber Hand-Off (SFP)
  - Coaxial (DS3/RG-59)
- C. **Acceptable media types for the service hand-offs at all remote locations** (Approx 3 Mbps Data / 48 Ch. Voice) are:
  - Ethernet Hand-Off (RJ-45)
  - Traditional Circuit Smart Jack (RJ-48)
- D. Demarcation extensions may be necessary at each site, to ensure the service is brought to Authority's equipment and **MUST** be performed or subcontracted by the ISP Firm at the time of service installation. Any demarcation extensions **MUST** continue to be wired according to current ITU, EIA / TIA & IEEE standards.

- E. Data and Voice services should be provided via a guaranteed provisioning of bandwidth and usable voice channels. Service should not be based on an oversubscription technology such as X.25 or Frame Relay.
- F. In the event the 12 Mbps / 192 Ch. Data and Voice service required at the 36 W State Street location cannot be provided by the current Telco infrastructure coming into the building; additional Telco equipment must be installed by the successful Proposer / ISP Firm at no additional cost to the Authority. The Proposer must consider the need for such additional equipment when preparing its proposal and its “*Fee Schedule*”.
- G. In the event the 3 Mbps / 48 Ch. Data and Voice service required at all the remote locations cannot be provided by the current Telco infrastructure coming into the buildings; additional Telco equipment must be installed by the successful Proposer / ISP Firm at no additional cost to the Authority. The Proposer must consider the need for such additional equipment when preparing its proposal and its “*Fee Schedule*”.

**The following site – specific requirements for each location referenced herein, are as follows:**

A. **New Jersey Economic Development Authority (Trenton) -**

The Authority’s Information Technology Services (ITS) Department is located at the Authority’s main offices in Trenton. The ITS Department staff manages, administers and maintains Authority-wide data and communication requirements from this site.

In an effort to make fiscally–sound decisions and in support of its present and future business operations, the **Authority intends to equip its Trenton office with a twelve (12 Mbps) megabits per second connection speed** to address its data and communication operating needs. In the event the Authority should need to modify (i.e. increase or decrease) this service, it reserves the right to do so without penalty, as outlined in the section “*Right to Expand, Reduce or Cancel Service*”.

As such, Proposers will offer a “**Maximum Not-to-Exceed Monthly ISP Rate Fee**” to provide the Trenton facility, identified as *Item # 1* in the section “*Site*

*Locations*” with the following ISP connectivity service:

- a. **twelve (12) Mbps connection-**  
(reference “*Fee Schedule – Exhibit R – Section 1A*”)
- b. **twenty-five (25 ) Mbps connection-**  
(reference “*Fee Schedule – Exhibit R – Section 1B*”)

Proposers should note that the Authority requires pricing for more than one (1) connection rate since it may have a need to expand or reduce service, at a given site, in support of its business operations. **Proposers must offer**

**pricing for each of the connection speeds indicated above. Failure to do so may render the proposal materially non-responsive.**

When preparing the “*Fee Schedule*” for the ISP services required at this location, Proposers should refer to and consider the requirements outlined in the section “*Right to Expand, Reduce or Cancel Service*”.

**B. Other Authority Site Locations (Camden & Newark)**

As indicated in the section “*Authority Site Locations*”, the Authority has an additional four (4) site locations, presently receiving data communications via T1 lines and routers. These site locations will also require ISP services, of the resulting contract. These sites are located in Camden, North Brunswick (two (2) site locations), and Newark (reference *Items #2 - #4*, in the section “*Authority Site Locations*” of this RFQ/P).

To support its business operations, **the Authority requires a three (3) Mbps data and voice communications connection rate at three (3) of the sites: Camden, Newark and one (1) of the North Brunswick locations.** In the event the Authority should need to modify (i.e. increase or decrease) this service, it reserves the right to do so without penalty, as outlined in the section “*Right to Expand, Reduce or Cancel Service*”.

Proposers will specify a “**Maximum Not-to-Exceed Monthly ISP Rate Fee**” to provide data and voice communications Internet Service to each of these three (3) facilities, for the connection speeds indicated:

- i. **one and half (1.5) Mbps connection -**  
(reference “*Fee Schedule – Exhibit R – Section 1D*”)
- ii. **three (3) Mbps connection -**  
(reference “*Fee Schedule – Exhibit R – Section 1E*”)

Proposers should note that the Authority requires pricing for more than one (1) connection speed since it may have a need to expand or reduce service, at a given site, in support of its business operations. **Proposers must offer pricing for each of the connection speeds indicated above. Failure to do so may render the proposal materially non-responsive.**

When preparing the “*Fee Schedule*” for the ISP services required at this location, Proposers should refer to and consider the requirements outlined in the section “*Right to Expand, Reduce or Cancel Service*”.

**C. Commercialization Center for Innovative Technologies - CCIT -**  
(North Brunswick – 1<sup>st</sup> and 2<sup>nd</sup> sites)

**Present Service: twenty-five (25) Mbps connection -  
Two (2) Individual Tenant ISP Circuit Connections**

The Authority operates the Commercialization Center for Innovative Technologies (CCIT), which is an incubator for start-up life science and biotechnology-related companies. To assist these entrepreneurial ventures, the **Authority provides technical support to its tenants regarding Internet and telephone service.** This facility location has communication and connectivity requirements beyond that of the other sites and **requires a twenty-five (25) Mbps connection** to address inbound and outbound data and communication needs of the facility. Additionally, two (2) tenants have made the decision to secure their own ISPs to address their data and communication needs. While the Authority does not provide the ISP service for these tenants, it does provide general maintenance, troubleshooting and technical support services (i.e. cursory diagnostic services) prior to the tenant contacting its respective ISP for technical service / support.

The Authority has identified the need for the twenty-five (25) Mbps connection speed based on full occupancy at the CCIT facility. Since the nature of the incubator environment is to assist start-up businesses, it is a natural progression that some companies “grow up” and leave the incubator environment, while others, unfortunately, do not thrive and succeed. As such, the tenancy at CCIT is dynamic. In the interest of best managing its budget dollars, the Authority foresees service adjustments to be made at this facility based on the tenancy needs, more so than at other locations. In the event the Authority should need to modify (i.e. increase or decrease) this service, it reserves the right to do so without penalty, as outlined in the section “*Right to Expand, Reduce or Cancel Service*”.

**Proposers will specify a “Maximum Not-to-Exceed Monthly ISP Rate Fee”** to provide data and communications Internet Service to the CCIT facility, as well as the 2<sup>nd</sup> site - North Brunswick, for the connection speeds indicated:

- i. **three (3) Mbps connection -**  
(reference “*Fee Schedule – Exhibit R – Section 1F*”)
- ii. **six (6) Mbps connection-**  
(reference “*Fee Schedule – Exhibit R – Section 1G*”)
- iii. **twelve (12) Mbps connection-**  
(reference “*Fee Schedule – Exhibit R – Section 1H*”)
- iv. **twenty-five (25) Mbps connection-**  
(reference “*Fee Schedule – Exhibit R – Section 1I*”)

Proposers should note that the Authority requires pricing for more than one (1) connection rate recognizing its potential need to expand or reduce service, at a given site, in support of its business operations. **Proposers must offer pricing for each of the connection speeds indicated above.** Failure to do so may render the proposal materially non-responsive.

When preparing the “*Fee Schedule*” for the ISP services required at this location, Proposers should refer to and consider the requirements outlined in the section “*Right to Expand, Reduce or Cancel Service*” of this RFQ/P.

7. **SERVICE CONNECTION CHARGES - OPTIONAL:**

If the Proposer intends to assess connection charges to **initiate, change or disconnect service** at a given site, it must indicate such in its “*Fee Proposal – Sections 3A – 3C*” as follows:

- i. ***Connection Charge to INITIATE Service*** at a given site-  
(reference “*Fee Schedule – Exhibit R – Section 3A*”)
- ii. ***Connection Charge to CHANGE Service*** at a given site-  
(reference “*Fee Schedule – Exhibit R – Section 3B*”)
- iii. ***Disconnect Charge to CANCEL Service*** at a given site-  
(reference “*Fee Schedule – Exhibit R – Section 3C*”)

**If Connection and Disconnect Charges will not be assessed**, the Proposer should indicate such on its “*Fee Schedule – Section 3A – 3C*”, by stating “None”, “N/A”, “\$0.00”, etc. Should the Proposer fail to indicate Connection Charges / Disconnect Charges on the “*Fee Schedule*”, the proposal will be evaluated as NOT assessing such charges.

Proposers should note that Service Connection Charges will be considered when evaluating proposals concerning “Price”. Proposers should refer to the section “*Evaluation Criteria*” for additional information.

8. **RIGHT to EXPAND, REDUCE or CANCEL SERVICE:**

When reviewing the “*Scope of Services / Deliverables*” outlined herein, Proposers must consider that the resulting contract is a **requirements contract reflecting the estimated Internet Service Provider needs of the Authority**. The Authority may purchase some, all or none of the services referenced herein, at the sites indicated or at others that may be added during the term of the contract or any extensions thereto. **The requirements, site locations and connection rates are dynamic and therefore subject to review and adjustment, as needed.** The information provided herein is a projection of the Authority’s current requirements to support its present business operations.

While the present ISP configuration addresses the locations referenced in the section “*Authority Site Locations*”, **Proposers should note that throughout the initial term of the contract or any extensions thereto, the Authority reserves the right, in its sole discretion, to make additions, deletions or changes to these locations, as necessary to support its business operations.** For instance, the Authority may close one (1) facility, open another and expand another, thereby necessitating the need to cancel service at one (1) location, increase service at another of the original sites referenced herein and add ISP service at a new site location. As such, **the ISP Firm must provide the Authority with the ability to evaluate its needs throughout the term of the contract, and any extensions thereto, and implement any changes to ISP services, as needed, to meet the needs of the Authority and its respective business locations.**

Recognizing that the ISP Firm requires adequate time to make the Authority's required changes and adjust its monthly invoicing accordingly, the following methodology will apply:

1. **no less than semi-annually, but perhaps quarterly, at the Authority's discretion, the Authority will assess its ISP connectivity requirements** for each of its facility locations.
2. as the Authority determines the **need to make adjustments to its ISP connection service** (i.e. increase or decrease the connection speed), it will **notify the ISP Firm, in writing via e-mail**, of its need to adjust service for a particular site(s).
3. the ISP Firm **will confirm receipt of the change / addition / cancellation requirement, in writing via return e-mail**, to the Authority's Chief Information Officer and ITS Systems Administrator.
4. **the change(s) will become effective in an estimated thirty (30) days from the date of the request or as of the first day of the next monthly billing cycle**, whichever occurs sooner.
5. the ISP Firm will acknowledge the requested change to the Authority's Chief Information Officer and / or ITS Systems Administrator, in writing via e-mail.
6. The Authority will **make no more than four (4) adjustments per year to its ISP service at a given site location**, unless such adjustments involve the cancellation of service due to closing a facility or terminating the contract for ISP services with the ISP Firm.

**~~ IMPORTANT ~~**

**Proposers must note that the successful ISP Firm may NOT assess penalties, cancellation charges or connect / disconnect fees, as a result of changes in the Authority's requirements (i.e. following the initial connection of service), resulting from expansions, additions, reductions or cancellations in site requirements.**

**NO EXCEPTIONS.**

**QUALITY OF SERVICE LEVELS:**

During the course of the performance of work against the resulting contract, **at a minimum, the ISP Firm is expected to meet or exceed the following Quality of Service (QoS) levels**, with respect to the ISP services provided. *Items #1 through 9*, below, represent the Authority's ideal *Quality of Service* levels for these integral Internet Service Provider Services. Proposers may offer an alternate for one (1) or more *Quality of Service levels*; however, the Proposer must clearly indicate such in its proposal submission. If proposing an alternate QoS service level(s), the Proposer must provide a written detail outlining any proposed deviations from the QoS

levels indicated herein. Similarly, if the Proposer will fully meet the QoS criteria stated herein, it should indicate such in its proposal submission by either including the signed statement indicated below. The Authority, in its sole discretion, shall determine whether a proposed alternate *Quality of Service level(s)* is an acceptable solution to support the Authority's data and voice communications needs.

### **1. NOTIFICATION OF SCHEDULED MAINTENANCE:**

It is expected that the ISP Firm will **notify the Authority no less than forty-eight (48) hours prior to performing any scheduled maintenance to the Internet Service, which could potentially cause or result in a service outage.**

**Such advanced notification will be given** to the Authority's ITS Chief Information Officer and ITS Systems Administrator, **via e-mail, within the forty-eight (48) hour window, prior to performing the maintenance.** This advanced notification is of particular importance since, as indicated in the section "*Future Integration Requirements*" of this RFQ/P, a service interruption or outage could have a serious impact on the Authority's ability to conduct business, since both its voice and data communications will be impacted.

### **2. NOTIFICATION OF SERVICE OUTAGES:**

In an effort to minimize the Authority's allocation of its ITS staff to diagnosing interruptions in Internet and communications services, it is expected the ISP Firm will **notify the Authority within one (1) hour of an unexpected service outage, occurring during normal weather conditions.** Such notification will be given to the Authority's ITS Chief Information Officer and ITS Systems Administrator, **via e-mail,** within the one (1) hour window. Such notification will include an estimated timeframe to restore full service.

Understanding that **service outages resulting from severe weather** (i.e. a hurricane, tropical storm, nor'easter or blizzard) cannot be predicted; notification may be given to the Authority **as soon as is reasonably possible, but not later than three (3) hours** after the occurrence of the outage or service interruption. Such notification will include an estimated timeframe to restore full service.

### **3. NETWORK TRAFFIC FLOW:**

It is the Authority's intent that the **Authority's routers and layer 3 switches will be matched with the ISP Firm's policy in a complementary manner.** Packets that are classified and marked by the Authority using **Differentiated Services Code Point** ("DSCP") should be prioritized and routed throughout the MPLS network ingress and egress on to their destination, respective of and those markings.

In order to achieve this, and if necessary, a tunneling mode as defined in **RFC 3270** and **Errata ID 1910** (attached to this RFQ/P as **Exhibit S**) may be used, however, **the Authority must be made aware of which tunneling mode will be used by the ISP Firm.** The use of the tunneling mode must be communicated to the Authority's Chief Information Officer and ITS Systems Administrator, in writing via e-mail **and acknowledged via return e-mail, prior to implementing such tunneling.**

**4. DATA MARKINGS AND ADJUSTMENTS TO DATA MARKINGS:**

Data and voice traffic will be marked by the Authority to match the appropriate Internet Service Provider class (i.e. real-time, priority, bulk data, best effort, etc.) based on the service provider's code point classes. **The Authority's Chief Information Officer and ITS Systems Administrator must be notified in writing, via e-mail, of any traffic re-marked by the ISP Firm's edge device, within forty-eight (48) hours of such re-marking.**

**5. PERFORMANCE LEVELS: JITTER / LATENCY / INFORMATION LOSS:**

A congestion management algorithm must be in place within the ISP Firm's MPLS network, to **ensure that jitter and latency do not interrupt sensitive voice and critical traffic flows.** The ISP Firm will be required to provide an overview of its processes in place to deal with and minimize jitter, latency and transmission issues.

**A. LATENCY:**

Delays in transmitting / receiving voice (RTP packets) between the Authority's sites on the ISP Firm's network and throughout the MPLS network **should not exceed twenty (20ms) milliseconds round trip, however less than ten (10ms) milliseconds roundtrip is desired.**

Proposers will submit a signed statement regarding latency, **with the proposal submission,** as illustrated below.

**B. JITTER:**

Jitter in voice traffic should be contained to not exceed a buffer of thirty (30ms) milliseconds, however **twenty (20ms) milliseconds is desired.**

Proposers will submit a signed statement regarding jitter, **with the proposal submission,** as illustrated below.

**C. LOSS:**

Maximum packet loss must not exceed one (1%) percent for all traffic classes.

**Proposers will submit a signed statement regarding information packet loss, with the proposal submission.**

The Proposer will submit one (1) signed statement which addresses each of the three (3) performance requirements, certifying that it meets these minimum requirements for “**Performance Levels: Jitter / Latency / Information Loss**”, as follows:

“I, Authorized Representative’s Name, Title, acting on behalf of Bidding Entity Company Name, hereby certify that Bidding Entity Company Name’s infrastructure will:

1. control delays in transmitting / receiving voice (RTP packets) between the Authority’s site locations to a maximum level of twenty (20ms) milliseconds.
2. contain / limit jitter in voice traffic between the Authority’s site locations to a maximum buffer level of thirty (30ms) milliseconds.
3. support the assurance of a maximum information packet loss of not more than one (1%) percent.”

If the Proposer is proposing an alternate to the Authority’s desired QoS levels, it must indicate such parameters in its signed statement, as indicated above.

**The Authority, in its sole discretion, reserves the right and fully intends to periodically test the three (3) QoS parameters defined as *Items 1 through 3*, above. If such test results are found to deviate from the published specifications and parameters defined herein and as certified by the Firm in its proposal submission; the **ISP Firm will be required to make any necessary changes to ensure compliance with these specifications within twenty-four (24) but no more than forty-eight (48) hours of receiving notification from the Authority of the non-conformance.** Following such a non-conformance, the ISP Firm will be required to evidence to the Authority that its ISP services are compliant with these specifications, as published herein and as acknowledged in its proposal.**

**6. TECHNICAL SUPPORT SERVICES – REMOTE and ON-SITE:**

The ISP Firm will be required to **provide virtually uninterrupted Internet Service** to the designated Authority sites, as well as any additional site locations the Authority may identify during the term of the contract and any extensions thereto. Based on the nature of the Authority’s work and that of CCIT’s entrepreneurial tenants, many of whom may operate outside of “normal” business hours, **these virtually uninterrupted ISP services are required twenty-four (24) hours per day / seven (7) days per week, inclusive of holidays.**

**A. REMOTE TECHNICAL SUPPORT:**

Recognizing that the reliability and uninterrupted supply of these ISP services is dependent on such dynamic and unpredictable factors as severe weather

incidents, equipment fatigue and / or failure, etc., **the Authority also requires the ISP Firm to provide remote and on-site technical support services twenty-four (24) hours per day, seven (7) days per week throughout the year, inclusive of holidays, at no additional cost to the Authority.** It is expected that these technical support services will include providing remote (i.e. telephonic) and on-site assistance, to the Authority's ITS staff as needed, to diagnose, troubleshoot, and restore service. This technical support will also include assisting the Authority's ITS staff in diagnosing and troubleshooting any service interruption or outage which may be related to the customer premise equipment, in an effort to ensure that the failure is not the result of the ISP Firm's equipment or service. **Should the diagnostic results indicate that the failure is the result of Authority-owned equipment (i.e. servers, cabling, etc.); the ISP Firm will not be given additional compensation for its diagnostic efforts.** The Authority will make a prompt, good-faith effort to replace such fatigued equipment as soon as reasonably possible.

**Proposers must consider the costs associated with providing such remote technical support to the Authority and include such expenses in the "Fee Schedule – Maximum Not-to-Exceed Monthly ISP Rate Fee" for each respective site locations. No additional compensation will be provided for such remote technical support services beyond the "Maximum Not-to-Exceed Monthly ISP Rate Fee".**

#### **B. ON-SITE TECHNICAL SUPPORT:**

While it is expected that the majority of the technical support will be provided remotely, **in the event a problem cannot be resolved remotely, the ISP Firm will be required to provide on-site technical support.** Following the Authority initiating a request for on-site technical support, necessitated by unsuccessful attempts to restore service remotely, **the ISP Firm's employee must be on-site within two (2) hours but not to exceed four (4) hours of the Authority's request for service.**

**This on-site technical support, if needed, must be available twenty-four (24) hours per day, seven (7) days per week throughout the year, inclusive of holidays, at no additional cost to the Authority.** The Proposer must consider the costs associated with providing such on-site technical support to the Authority and include such expenses in its *"Fee Schedule – Maximum Not-to-Exceed Monthly ISP Rate Fee"* for each respective site locations. No additional compensation will be provided for such on-site technical support services beyond the *"Maximum Not-to-Exceed Monthly ISP Rate Fee"*.

**Should the diagnostic results indicate that the failure is the result of Authority-owned equipment (i.e. servers, cabling, etc.); the ISP Firm will not be given additional compensation for its diagnostic efforts.** The Authority will make a prompt, good-faith effort to replace such fatigued equipment as soon as reasonably possible.

## **7. ADDITIONAL SERVICES – HOURLY RATES:**

In the event the Authority identifies the need for the ISP Firm to provide additional services related to providing the ISP Services required herein, yet not specifically addressed in the “*Scope of Services / Deliverables*” section of this RFQ/P, the Authority reserves the right to purchase such services from the ISP Firm, as needed. As such, **Proposers will provide fully burdened “Hourly Rates” for each position / title it is expected might perform work against the resulting contract.** For instance, the ISP Firm may identify the need to replace certain inside cabling at an Authority site. Should the Authority determine that it does not have on-staff personnel to perform such work; it may issue a “*Scope of Services*” to the ISP Firm and require a cost estimate from the Firm to replace the cabling. The ISP Firm’s cost estimate will be based on the positions identified in the Firm’s “*Fee Schedule*” and their corresponding *Hourly Rates*.

**Proposers must indicate fully burdened *Hourly Rates* for each title / position that it anticipates will or might perform work against the resulting contract** (reference *Exhibit R – Section 4A-M*).

## **8. INTERNET SERVICE NETWORK SECURITY:**

In an effort to maintain the highest levels of privacy regarding the Authority, its work, customers and employees, the **ISP Firm will ensure that all inter-site traffic and packets, not destined for the Internet, are only seen by the ISP Firm or the Authority’s hardware. This requirement is an integral part of the ISP services to be provided.**

The Authority will provide, manage and be responsible for its Customer Edge (“CE”) routers. The Authority, in its sole discretion, may permit the ISP Firm to have access to the customer edge devices for testing or troubleshooting purposes, on a case-by-case basis. Request for such access will be submitted in writing, via e-mail, to the Authority’s ITS Chief Information Officer and ITS Systems Administrator. At a minimum, the e-mail will include the following information:

- the reason or need for the access
- the intended troubleshooting efforts
- an estimation of the amount of time (i.e. 20 minutes) needed to troubleshoot and restore service
- the cell phone number of the ISP Firm’s technician, so the Authority’s ITS Systems Administrator is able to contact the ISP representative during the access / testing period, should the need to do so arise.

The Authority will attempt to comply with the ISP Firm’s requested dates and times for access, however, such approvals, if granted, will take into consideration such issues as the potential impact on the Authority’s business operations (i.e. the likelihood that a testing or troubleshooting effort may result in an interruption of service during peak business hours). The Authority, in its sole discretion, will determine the appropriateness of granting such access and determine a mutually agreeable time to grant such access to the ISP Firm.

**9. INITIAL PROGRAM SET-UP MEETING / “TRAINING”:**

The successful Proposer will be **required to attend an initial organization meeting with the Authority's Chief Information Officer and ITS Systems Administrator and other members of the Authority's staff**, as appropriate, to launch the Internet Service Provider (ISP) Services program. The meeting will be held at the Authority's offices located at 36 West State Street, in Trenton. **It is expected that this meeting will last an estimated two (2) hours**; the purpose of which it to allow the ISP Firm (and any staff assigned to perform work against the resulting contract) the opportunity to meet with the Authority's ITS staff to gain a clear understanding of performance expectations and review the *Quality of Service* requirements. At this initial meeting, the Authority's ITS staff and the Firm will each provide in-depth contact information (i.e. ITS contact names, telephone and e-mail information) regarding each organization, to the other party.

The Authority's ITS Systems Administrator will guide the meeting and provide the successful Proposer with any technical and hardware infrastructure information needed to effectively provide these ISP services. The Authority will make every effort to schedule the meeting at a mutually convenient time; however, the Authority will make the sole determination regarding the date and time to ensure maximum participation by the Authority's staff (i.e. ITS department Chief Information Officer, Systems Administrator, etc.).

The Proposer must consider the costs to participate in this initial organizational meeting when preparing its *“Fee Schedule”*, since no additional compensation will be given for attendance at and participation in this initial project meeting.

**10. ADDITIONAL / MISCELLANEOUS INFORMATION:**

As indicated, this is a re-bid of the services required under *Request for Qualifications / Proposals 2010-RFQ/P-035 – Internet Service Provider (ISP) Services*. Under the *“Questions and Answer Period”* for that solicitation, questions were raised relative to the Authority's requirements / expectations for these ISP Services. The responses provided to those inquiries are applicable to this solicitation (reference 2010-RFQ/P-037) and are incorporated herein, and are made a part of the “Scope of Services / Deliverables” to be required of the successful ISP Firm. In an effort to assist Proposers in preparing their responses, those questions and responses are included below:

**The following information was issued on January 29, as Questions & Answers #1 (reference 2010-RFQ/P-035):**

**1. QUESTION: “....How many concurrent call paths will you need?”**

ANSWER: The Authority requires up to one hundred ninety-two (192) concurrent calls, based on its intent to utilize a twelve (12 Mbps) megabits per second connection speed, as indicated in the section *“Site-Specific Service Requirements - New Jersey Economic Development Authority”* of the RFQ/P.

**2. QUESTION: ‘Must the pricing for local, long distance and international**

**calling be specified in “price per minute” or will the Authority consider “bundling”?**

ANSWER: Since it is expected that the Authority will be transitioning to *Voice Over Internet Protocol (VoIP)* within the next three (3) to six (6) months, the Authority requires the ability to capture and quantify its actual calling costs. Additionally, due to the variations in “bundling” packages that may be offered by Proposers, and to ensure that all proposals are evaluated fairly and equitably; local, long distance and international calling rates must be stated as “price per minute”.

**3. QUESTION: ‘When the Authority upgrades its voice communications to VoIP, will it be a new phone system and will it use Cisco Call Manager?’**

ANSWER: As indicated in the section “Future *Integration Requirements*” the Authority intends to transition its voice communications to *VoIP*. It is expected that the new *VoIP* architecture will be based on *Cisco Call Manager*, or a similar performing architecture. The version of *Call Manager* or other such similar design architecture will be the most readily available version of the respective product, at the time of contract award and conversion to *VoIP*.

**The following information was issued on February 16, as Questions & Answers # 3 (reference 2010-RFQ/P-035)”**

**4. QUESTION: “What percentage of the VoIP traffic does EDA anticipate at each location?”**

ANSWER: The Authority estimates the following VoIP traffic for the Authority sites as indicated:

- Trenton - 80 % total PSTN trunk usage
- Camden - 8% total PSTN trunk usage
- Newark - 8% total PSTN trunk usage
- No. Brunswick - 4% PSTN trunk usage  
(both locations)

**5. QUESTION: “50 Total IP addresses, shared between all sites or per site?”**

ANSWER: Either scenario is possible, depending on the solution(s) proposed by the successful Proposing Firm. It is expected that an estimated ninety (90%) percent of the public IP address will be used at the Trenton location regardless of the solution.

**6. QUESTION: “Will each site connect directly to the Internet (split tunnel) or will the remotes hub back to a main location for Internet?”**

ANSWER: Either scenario is possible, depending on the solution(s) proposed by the successful Proposing Firm.

**7. QUESTION: “Is there a requirement for cloud based firewall services for each location or premise based firewall for each location or neither?”**

ANSWER: The firewall requirements will be dictated by the solution offered by the successful Proposing Firm. If Internet access is accessible directly from each remote site; the Authority will use a premise-based firewall solution. If, however, Internet access is routed through the Trenton office location; remote sites will not require firewalls and the Trenton site will host a premise-based solution.

**8. QUESTION: “Provide info on platform that will support VoIP – understand it’s a Cisco Call Mgr – need all rev levels?”**

ANSWER: This information has not yet been determined, as the Authority is currently in the VoIP design stage. It is expected that the VoIP architecture will be latest stable version of Cisco CallManager available at the time of deployment, estimated to be sometime in the Summer, 2010.

Initially the Authority is considering a Centralized CallManager cluster located in the Trenton office, with SRST routers located at each of the remote sites. As it continues developing its VoIP solution, the Authority may place a second CCM cluster at an alternate Authority site location, in a Distributed model to allow for continued service in the event of a total system failure at the Trenton location.

**9. QUESTION: “Will it be Cisco IP phones be deployed to all users?”**

ANSWER: It is expected that all staff will use Cisco IP Phones. On occasion, some staff may work remotely, utilizing a VPN connection and may use a Cisco IP Communicator *SoftPhone*.

**10. QUESTION: “Are the number of phones the same total as the number of DIDs?”**

ANSWER: It is anticipated that the Authority has approximately the same number of telephones as DIDs.

**11. QUESTION: “What are the models and software versions of the PBX hardware that voice services would be handed of to (sic) in each location?”**

ANSWER: As of this date, the MCS server hardware model numbers and Cisco CallManager versions are still not yet determined at this time.

Please refer to *Question #9* above for additional information.

12. **QUESTION: “Are ISDN PRI channels the voice channel delivery format you are looking for? Are SIP Trunks an acceptable dial tone delivery alternative?”**

ANSWER: A SIP or similar trunk to the service provider is the preferred method for PSTN access.

13. **QUESTION: “In the RFP you reference transitioning to VoIP. As VoIP encompasses many applications, can you tell me in what capacity you plan on using VoIP? Is it to complete LD phone calls with an IP long haul provider?”**

Answer: The Authority expects to utilize Cisco IP handsets for all staff at all office locations, thereby facilitating VoIP communications for all inter-office communications. (Please refer to *Question #6* for additional information.)

All communication required with the PSTN will leave the Authority’s network and enter the service provider’s network to then be directed to the PSTN. The point at which the call leaves the Authority’s network and enters the service provider’s network is yet to be determined, however at minimum, the Authority’s main offices, located in Trenton, will be the hand-off point. All calls from all sites will leave from a gateway located in Trenton.

In the event the service solution proposed by the successful Proposing Firm allows for calls to enter the PSTN from each remote location; the Authority will configure its call routing patterns to allow the hand-off to occur at the appropriate remote location to take advantage of long distance and toll call savings.

14. **QUESTION: “Currently you have Internet access points at 3 locations with two hauling back to Trenton on PtPs to access the Internet. Are you looking to have separate Internet termination (with their own static IPs) in all 5 locations? At one firewalled location and then backhauled to the others through the MPLS network? There is also the option of a firewalled access point on the ISPs core with each location on a common service through the MPLS network. This saves hauling all Internet traffic from the remotes to the main firewalled location thus double using that location’s bandwidth. Is this a possible solution?”**

ANSWER: When evaluating proposals, and based on the solution(s) offered by the proposing firms, the Authority will select the solution that it believes best meets its economic, performance and *Quality of Service* objectives, in support of its business operations, considering both Data and Voice traffic between all sites.

15. **QUESTION: “You mentioned 300 DID number. Are these numbers currently existing? If so, at the appropriate time, could they be ported?”**

ANSWER: These three hundred (300) DID numbers are currently existing; however, the current owner of these numbers will not permit the Authority to port all three hundred (300) line numbers. It is expected that the Authority will have the ability to port a small number of the most critical numbers for our business. This has been taken into consideration when calculating the number of DID numbers required. As such, the need for the three hundred (300) DID numbers from the successful Proposing Firm remains unchanged.

16. **QUESTION: “One thing that I didn’t see in the RFP that I forgot to ask you at the meeting was any information pertaining to your current voice traffic usage. Do you have any reporting tools available just to give us an estimate on the number of message units as well as possibly your long distance usage?”**

ANSWER: As indicated in Addendum #1 (issued February 8,) this information is not tracked by the Authority since the Authority receives its voice communications (i.e. local calling message units and long distance calling services) as part of a bundled portion of the communications services offered through the State. The Authority is unable to capture this information in a timely manner and is unable to provide this information prior to the receipt of proposals.

The Authority will continue to endeavor to have this information available to the successful Proposing Firm, at the Initial Organization Meeting (reference section “Initial Program Set-Up Meeting / “Training” of the RFQ/P).

The following information was issued on February 17, as Questions & Answers # 4-FINAL (reference 2010-RFQ/P-035):

17. **QUESTION: “Can we provide a Public Works certificate under the name of a wholly owned subsidiary of our company with the bid and meet the requirements, if we apply in the meantime to receive a Public Works certificate under our own name (due to certificate processing intervals)?”**

ANSWER: The business name for responding entity must be the same as that appearing on the “Public Works Contractor Registration Certificate”. General information regarding the requirements for obtaining a “Public Works Contractor Registration Certificate” may be accessed at the Department of Labor and Workforce Development’s website at:

[http://lwd.dol.state.nj.us/labor/wagehour/regperm/public\\_contracts\\_general.html](http://lwd.dol.state.nj.us/labor/wagehour/regperm/public_contracts_general.html)

18. **QUESTION: “Your bandwidth seem (sic) to be in concert with individual T1s; what is your position on installing DS3-like services and bandwidths at 10-15 or 20-30Mb quantities?”**

ANSWER: – As indicated on the section “Scope of Services / Deliverables” “Section 6 - Site-Specific Service Requirements”, the Authority will accept DS3, Fiber or Ethernet Hand-Off Provisioning.

Proposers are required to indicate pricing for each of the connection speeds indicated for the respective sites, to ensure that all proposals are evaluated equitably and that the Authority has firm pricing for alternate connection speeds, should it determine that it is in its best interest to modify such connection speeds at a given site.

19. **QUESTION:** *“Given variation of access costs and service availability based on specific location address, is it acceptable to qualify ability to offer the same services/pricing as dependent upon a prequalification of any new addresses beyond the initial 5 locations? Or to be considered for the bid must the initial pricing for the initial 5 locations apply without question statewide?”*

ANSWER: For purposes of this RFQ/P, the Authority is presently considering its current data and voice service needs at the five (5) locations indicated in the RFQ/P. In the event the Authority opens another location, in support of its business operations, the successful firm will be required to service that location at the rates specified for the requisite connection speed quoted for that comparable speed at another location.

20. **QUESTION:** *“When mentioning the inclusion of demarc extension, cabling, and equipment work during initial installs, does the initial install refer to the internet/MPLS initial 5 location installs or also intend for these elements to be included for the eventual VOIP upgrades and then additional location services throughout the term?”*

ANSWER: This applies only to the initial circuit installations. As the Authority completes its transition to VoIP, it intends to use the infrastructure / connectivity put into place initially for both its Voice and Data communication needs.

21. **QUESTION:** *“Telecom providers typically have their own terms and conditions; what is your position on negotiation when a conflict occurs between telecom provider and NJDA (sic) terms and conditions?”*

ANSWER: As indicated in the section “Specimen Form of “Contract for Professional Services” of the RFQ/P,

*“Award of a contract for services outlined in this RFQ/P will be subject to the selected firm entering into a form of contract satisfactory to the Authority. Proposers should refer to the specimen form of “Contract for Professional Services”, attached to this RFQ/P as Exhibit L. Proposers are encouraged to carefully review the specimen contract and should indicate any exceptions taken to the form of contract, in the bid proposal response.*

*... The Authority will be under no obligation to grant or accept any requested changes to the specimen form of the contract (Exhibit L).”*

**22. QUESTION: “If we cannot fully comply on every element/requirement on the contract is that a disqualifier?”**

ANSWER: Since this question lacks “specifics” regarding the actual areas in which the interested Proposer believes it would be lacking; it is not possible to provide a response other than to instruct Proposers to refer to *Question # 5*, above.

If the question is posed from a technological standpoint, proposals which fail to comply with the requisite QoS and services defined in the *RFQ/P* will be considered non-responsive and will not be evaluated.

**~ IMPORTANT NOTE ~**

**Under this solicitation 2010-RFQ/P-037, the Authority will consider alternative QoS levels and will evaluate the Proposer’s ability to meet the desired QoS levels, accordingly. Proposers should refer to the section “*Evaluation Criteria / Selection Process*” for additional information.**

**The Authority, in its sole discretion shall determine whether a proposed alternative *Quality of Service level* meets / supports its data and communications needs and objectives.**

**23. QUESTION: “Are we correct that at this time, only ISP/Internet monthly recurring charges are to be quoted; the VOIP-related monthly recurring or non-recurring charges would be part of the later solicitation’s quote?”**

ANSWER: Proposers must specify pricing for both Data services and Fixed-Rate Voice services on a per minute basis for all local, long distance calling requirements, as well as per minute international calling rates to the ten (10) countries specified.

As indicated in the *RFQ/P* language, Proposers should provide a supplemental listing detailing its rates in “price per minute” format, for access to other countries, not specifically indicated herein. This list should be all encompassing and address all countries to which the respondent provides service. While the Authority will utilize these rates, should it find the need to contact countries in addition to those indicated herein, these supplemental rates will not be used to evaluate proposals. Proposers should indicate these supplemental rates on a separate “Fee Schedule” / listing of its own design (i.e. a computer print-out detail) indicating the country and corresponding rate / price per minute.

**24. QUESTION: “In order to plan for migration to a VoIP platform; what IP PBX will the Authority be using? If one has not yet been purchased; does the Authority prefer a hosted VoIP platform or Premised based?”**

ANSWER: It is the Authority's intent to utilize a premise-based solution such as a Cisco *CallManager* cluster, when transitioning to VoIP.

25. **QUESTION:** *“Page 5 /Dedicated Ckt Requirements – Are you referring strictly to the access to the Internet? (The internet by design is a shared infrastructure)?”*

ANSWER: The Authority's connections must be dedicated regardless of the Authority's utilization. It is the Authority's intent to ensure that the Voice and Data service provided by the ISP is delivered on a reserved, dedicated circuit and that no other entity or organization will utilize the bandwidth for connectivity to the ISP or PSTN.

The Authority will not consider proposals which offer a Frame Relay or similar X.25-based service.

26. **QUESTION:** *“External Addresses – Are you requesting 50 per site or overall. Can the Authority justify the total number of addresses as set forth by the ARIN standards?”*

ANSWER: The Authority requires fifty (50) external IP addresses, inclusive of all sites.

The above “*Scope of Services / Deliverables*” represents a broad overview of the Internet Service Provider (ISP) Services to be provided to the Authority, at the locations indicated herein and any additional future locations as may be added. The Authority reserves the right, in its sole discretion, to recommend and make changes to its overall ISP needs, as deemed necessary. As such, the ISP Firm may be required to make adjustments to service levels and connection speeds, as outlined in the section “*Right to Expand, Reduce or Cancel Service*” of this RFQ/P. Proposers should consider these potential service changes, as well as the required technical support to ensure compliance with the specified requirements indicated herein to better meet the communication and data needs of the Authority.

The Proposer's prices, as stated in its “*Fee Schedule*” represent the Proposer's “*Maximum Not-to-Exceed*” costs to provide these Internet Service Provider (ISP) Services. **Actual invoices for the performance of these services will be based on the Proposer's “Maximum Not-to-Exceed Monthly ISP Rate Fee Schedule”** and its fully burdened “*Hourly Rates*” (reference *Exhibit R – Sections 1A - 1I and 4A –M, as applicable*), detailing the location and connectivity rates to effectively provide the highest levels of Internet Services, as outlined herein.

When preparing the “*Fee Schedule*” to provide these Internet Service Provider (ISP) Services, **Proposers must consider all requirements outlined herein, since no additional compensation will be provided beyond that stated in the Firm's “Fee Schedule – Sections 1 through 4”.**

## **REQUIREMENTS of the PROPOSER:**

To be considered the successful Proposer (“ISP Firm”, “Firm”, “Vendor”), the Proposer must **possess and provide evidence of each of the following criteria, at a minimum:**

### **1. EXPERIENCE:**

- a. The ISP Firm and any employees it assigns to perform the services defined herein **must have a minimum of eight (8) years demonstrated experience**, in providing similar Internet Service Provider (ISP) services to other entities, at multiple locations.

The Proposer should document this experience, by **providing at least one (1) illustrative, narrative demonstrating / describing similar Internet Service Provider (ISP) Services to others at multiple locations, for each year of the eight (8) year period.**

This **narrative should include the client name, project overview, scope of services, costs, return on investment analysis and final product / end result.** The end result / final product should be fully detailed in the narrative to provide the Authority with a Proposer’s experience and ability to perform these services.

**A minimum of eight (8) submissions should be provided.**

- b. The **Firm’s employees**, whether direct or subcontracted, assigned to perform work against the resulting contract, should possess a **minimum of two (2) years experience in successfully working with, maintaining and troubleshooting voice and data systems.** This should be evidenced by the narratives supplied in *Item 1A*, above.

**Experience in these critical areas must be demonstrated and readily identified in the narratives submitted.**

### **2. QUALIFICATIONS:**

At a minimum, **the ISP Firm and its staff member(s) assigned to perform the work against the resulting contract will possess:**

- a. **a minimum of eight (8) years demonstrated experience (the ISP Firm) and a minimum of two (2) years experience (any staff assigned to the contract) in these areas, in providing similar Internet Service Provider (ISP) Services as those required herein, to clients.**
- b. **strong diagnostic, analytical and troubleshooting skills**
- c. **a minimum of two (2) years, demonstrated hands-on experience and have a working knowledge of:**

- i. **Voice Over Internet Protocol (VoIP) systems**
- ii. **Wireless implementations**
- iii. **Infrastructure equipment such as routers and switches**
- iv. **Remote access, network security, software and hardware**

NOTE: The resumes submitted for the individual who will perform the work against the resulting contract should clearly demonstrate actual, hands-on experience with the above four (4) requirements.

~ ~ IMPORTANT ~ ~

**By submitting a proposal to provide these services, the Proposer certifies that the Firm and any joint venture partners, employees or subcontractors it assigns to perform the requisite services / work, possesses the requisite experience and qualifications indicated herein.**

3. **REFERENCES:**

For each such example referenced in “*Item #1 - Experience*”, the Proposer should provide the **name, title, telephone number and e-mail address of a contact person who can provide a reference, regarding the Proposer’s performance (i.e. quality, delivery performance, service levels, etc.) in providing ISP Services, to multi-site locations.**

**Due to the impact of successfully providing these ISP services to an organization, the references provided (i.e. contact person information) should be senior executive decisions makers (i.e. CEO, CFO, CIO, CTO, etc.)** who can address the Proposer’s abilities, manner of interacting with him / herself, as well as other members of the organization, success in providing these ISP services and overall effectiveness / impact on the company.

**A minimum of four (4) references should be provided.** These references may be the same as those indicated in “*Item #1 – Experience*” above, or may be in addition to those references. These references will allow the Authority to address specific questions / issues with the reference source, regarding the Proposer’s performance, quality and responsiveness, as it relates to the specific ISP services and performance.

4. **PERFORMANCE of the PROPOSER on CONTRACTS of SIMILAR SIZE AND SCOPE / DESCRIPTION of the PROPOSER’s ORGANIZATION:**

In an effort to establish the Proposer’s ability to successfully perform on projects of similar scope, size and complexity, **interested Proposers should provide a narrative which provides general information about its organization**, to demonstrate its abilities to provide and perform the *Internet Service Provider (ISP) Services* required of this *RFQ/P*.

**The Proposer should include the following information:**

- a. **the number of years providing similar Internet Service Provider (ISP) Services** to other entities, whether public or private sector, at remote facility locations, as evidenced by submitting a copy of the Proposer's list of clients and years serviced.
- b. **the Proposer's qualifications to perform on similar size and scope Internet Service Provided contracts, servicing and supporting remote facility locations**. Include with this submission, any other information relevant to the Proposer's qualifications, you feel will assist to the Authority in evaluating the bid proposal.
- c. **location of the Proposer's office** that will be responsible for managing the resulting contract.
- d. name, phone number and e-mail address of the **individual, who will be responsible for managing the performance** against the resulting contract.
- e. a copy of the **Proposer's organizational / staffing chart**, to show each position, for those individuals who it is anticipated will be involved in performing work against the resulting contract. If available, it is requested that an organizational chart also be supplied for the Bidding entity's entire organization. The staffing chart should indicate the individual's name, title and any certifications / licenses held in relation to performing the Internet Service Provider (ISP) Services and Support. If this information is not available in visual graphic form (i.e. charts), Proposers are requested to submit this information by indicating the number of employees on staff, the numbers and types of certifications held, training provided, etc.).

**5. USE of SUBCONTRACTORS:**

**Following award of the contract, it is expected that the ISP Firm will provide all services required of this contract, by utilizing its own direct staff employees. The ISP Firm may not subcontract any portion of the work to be performed against the resulting contract, unless the services required are accepted within the industry, as being beyond that which the ISP Firm should be capable of providing.**

**In such instances, where the work to be performed requires the specialized services of a subcontractor (i.e. laying new cabling within the CCIT facility), the ISP Firm shall identify the need to secure such subcontracted services and obtain approval to do so from the Authority's ITS Systems Administrator and / or ITS Chief Information Officer. Once express written approval has been issued, the ISP Firm shall obtain a minimum of three (3) competitive bid proposals from subcontractors for each project or engagement with a total aggregate value less than twenty-five thousand (\$25,000) dollars. Expenditures exceeding twenty-five thousand (\$25,000)**

dollars require formal advertised bidding to be handled by the Authority's staff. Examples of such subcontracted work include, but may not be limited to network / phone jack installation, installing cabling, major software, infrastructure upgrades, etc. The competitive bid proposals shall be firm, fixed prices per engagement and include written recommendations from the ISP Firm, based on price and other factors. All supporting documentation to justify the selection of the subcontractor firm recommended by the ISP Firm will be forwarded to the Authority's ITS Chief Information Officer and ITS Systems Administrator for review and approval. The Authority's ITS Systems Administrator and / or ITS Chief Information Officer, in his / her sole discretion, shall review and determine if the recommended source is acceptable. The Authority's staff shall issue all purchase orders and process all payments for such services and purchases.

**The Authority reserves the right to reject any proposal as non-responsive that does not include the *Items #1 – 5* of this section, "Mandatory Requirements of the Proposer".**

#### **RESPONSIBILITIES of the VENDOR / ISP FIRM:**

**The successful Proposer ("Vendor", "Firm", or "ISP Firm") shall have sole responsibility for the complete effort specified in the contract. Payment shall be made only to the ISP Firm.**

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

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

**In the event the Proposer anticipates bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal.** Otherwise, the language in the immediately preceding paragraph of this section prevails. If the Proposer identifies such background intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the Vendor on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Vendor. Upon award of the contract, the Firm shall grant to the Authority, a non-exclusive, perpetual royalty-free license to use any of the Vendor's Background IP delivered to the Authority for the purposes contemplated by the contract and any extensions thereto.

**1. News Releases:**

The Firm is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract, without the prior, written consent of the New Jersey Economic Development Authority.

**2. Advertising:**

The Firm shall not use the names, logos, images, or any data or results arising from this contract of the State of New Jersey or the New Jersey Economic Development Authority as a part of any commercial advertising without first obtaining the prior, written consent of the New Jersey Economic Development Authority.

**3. Authority's Option to Reduce Scope of Services or Terminate Project:**

The Authority has the option, in its sole discretion, to reduce the "Scope of Services" or terminate services for any task or subtask called for under this contract. In such an event, the Authority shall provide advance written notice to the Firm.

Upon receipt of such written notice, within five (5) business days, the ISP Firm will submit to the Authority, an itemization of the work effort already completed by task or subtask. The Vendor shall be compensated for such work effort according to the applicable portions of its "*Fee Schedule (reference Exhibit R)*".

In the event the Authority issues a stop order for a valid reason, thereby directing the Firm to suspend work under the contract for a specified time, the Firm shall be paid until the effective date of the stop order. The Firm shall resume work upon the date specified in the stop order or upon such other date as the Authority's ITS Systems Administrator or Authority's Chief Information Officer may thereafter direct, in writing, via e-mail. The period of suspension shall be deemed added to the Firm's approved schedule of performance. The Authority's ITS Systems Administrator or Chief Information Officer and the Firm shall negotiate an equitable adjustment, if any, to the contract price.

**4. Form of Compensation - Invoicing / Payment:**

The successful Proposer / Firm will submit its invoices to the Authority, on a **monthly** basis, for services provided. The Authority's Chief Information Officer and / or

Authority's ITS Systems Administrator will work with the Firm to determine a mutually agreed upon billing date / cycle for these ISP services, following execution of the contract. This date will remain unchanged throughout the term of the contract. The Firm will submit to the Authority's ITS Systems Administrator or Authority's Chief Information Officer, an original invoice, a completed "Monthly Status Report" and any other documentation, as may be required by the Authority to process payment. The Authority will make prompt payment to the Firm, following receipt of any non-disputed invoices and approval of the documentation.

**At a minimum, invoices submitted for payment must include the following:**

1. billing cycle / period referenced
2. a detail of each of the individual site locations (i.e. address and city locations), as appropriate
3. corresponding connection speeds / QoS for each of the sites
4. applicable monthly rate for each site
5. a detail of Authority-requested service changes (i.e. connection to a new site, change in service connection rate, cancellation of service at a site) for a specified site(s), accompanied by the e-mail communication from the Authority authorizing the change
6. details of the site-specific changes (i.e. previous connection rate and monthly rate and current connection rate and monthly rate)
7. effectivity date of service change(s)
8. *Connection Charge Fees*, if applicable

In the event a partial payment is being made, prior to the completion of a project (i.e. the duration of a particular project is prolonged, perhaps 3 to 4 months), the Authority's Chief Information Officer and / or ITS Systems Administrator may require the Firm to submit evidence demonstrating and substantiating the degree of completion, before payment is approved. All such partial payments are subject to the approval of the Authority's Chief Information Officer and / or ITS Systems Administrator.

Invoices must also be submitted for additional work or other items properly authorized and satisfactorily completed. These invoices must itemize the position / titles involved in the performance of the work, as well as the corresponding monthly rates, as specified in the Proposer's "Fee Schedule" (reference Exhibit R). Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved.

**FEE SCHEDULE:**

Proposers shall provide a completed “Fee Schedule” attached to this RFQ/P as Exhibit R– Sections 1– 4, which addresses each of the following:

**MANDATORY “FEE SCHEDULE” (Items 1A-1I, 2A – B and 4A - M):**

- A. **“Maximum Not-to-Exceed Monthly ISP Rate Fee Schedule” to provide these Internet Service Provider (ISP) Services** at each of the locations defined herein  
(reference Exhibit R – Section 1A- 1I)
- B. **Unit Price per Direct Inbound Dialing (DID) line**  
(reference Exhibit R – Section 1C)
- C. **Local Calling Rates – price per minute**  
(reference Exhibit R – Section 2A)
- D. **Long Distance Calling Rates – price per minute**  
(reference Exhibit R – Section 2B)
- E. **International Calling Rates – price per minute** ( to the eleven (11) locations indicated in the section “Scope of Services / Deliverables – Item #5 - Local / Long Distance / International Rates”)  
(reference Exhibit R – Section 2C 1-10)
- F. **Supplemental International Calling Rates – price per minute** (to countries other than those listed in the section “Scope of Services / Deliverables – Item #5 - Local / Long Distance / International Rates”)  
(reference Exhibit R – Fee Schedule of the Proposer’s design)
- G. **“Hourly Rates,” for each individual / position expected to perform work against the resulting contract**  
(reference Exhibit R – Section 4A -4 M).

**OPTIONAL “FEE SCHEDULE” (if applicable) (Items 3A – 3C):**

- H. **Connection Charge to INITIATE Service** at a given site - (if applicable)  
(reference “Fee Schedule – Exhibit R – Section 3A”)
- I. **Connection Charge to CHANGE Service** at a given site - (if applicable)  
(reference “Fee Schedule – Exhibit R – Section 3B”)
- J. **Disconnect Charge to CANCEL Service** at a given site - (if applicable)  
(reference “Fee Schedule – Exhibit R – Section 3C”)

Proposers MUST indicate pricing for *Items A through E, above*. If the Proposer intends to assess charges to initiate, change or cancel service; it must state the associated charges on its “Fee Schedule” (reference Exhibit R – Section 3A - C). **If no connection charges will be charged; the Proposer should indicate “None” or “0%” in the corresponding areas on the “Fee Schedule”** (reference Exhibit R – Sections 3A

- C). In the event the Proposer fails to complete *Section 3* of the “*Fee Schedule*”, its proposal will be evaluated as though no connection charges will be assessed / charged.

**IMPORTANT - MANDATORY (and Optional) “FEE PROPOSAL” SUBMISSIONS:**

1. **Proposers must offer a “Mandatory Fee Schedule Proposal” for each of the “Mandatory” Items A – G above, considering the services identified in the section “Scope of Services / Deliverables Items 1 – 8” as well as the section “Quality of Service Levels – Items 1 – 10”.**

Proposals which fail to do so will be considered non-responsive and will not be evaluated.

2. Proposers may offer an “**Optional Fee Schedule Proposal**” for each of the “**Optional**” services indicated and identified in Items H – J above.

Proposals which do not include and “Optional Fee Schedule” (reference Exhibit R – Sections 3A – 3C, respectively) be evaluated as if they had indicated a zero (0%) percentage on the *Fee Schedule*. The Authority shall not pay any premium for these changes and the successful Proposer shall be required to perform, in accordance with the requirements of this *RFQ/P*, the contract and the successful Proposer’s “*Fee Schedule*” (reference Exhibit R).

3. **Proposers must indicate monthly rates for EACH connection speed rate indicated herein; not a blended rate. The Authority will blend the monthly rates and hourly rates as stated, for each proposal received.**

**~ IMPORTANT ~**

**The Proposer MUST SIGN the *FEE SCHEDULE*, as well as the proposal cover letter, in INK. Failure to do so will render the proposal materially non-responsive.**

When evaluating bid proposals, the Authority will average the hourly rates by totaling the sum of all hourly rates and then divide by the number of positions quoted, to obtain a “blended hourly rate”. This will allow the Authority to accurately and equitably evaluate proposals, since Proposers may not quote the same number of positions / titles. Similarly, the Authority will average the monthly rates by totaling the sum of all monthly rates and then divide by the number of connection rates quoted, to obtain a “blended monthly rate”. This will allow the Authority to accurately and equitably evaluate proposals, since Proposers may offer lower pricing for a specific connection rate and a higher price for another.

Proposers should note that approved direct and reimbursable costs associated with out-of-pocket expenses and services, will be invoiced to the Authority, without mark-up, profit or additional charges added. No sales tax will be charged due to the tax-exempt status of the Authority (refer to section “*Tax Exempt Status*” of this *RFQ/P*, for additional information.)

NOTE: These hourly rates shall include all direct and indirect costs, including but not limited to: overhead, profit, travel, meals and administrative costs of the Proposer.

Proposers should note that no sales tax will be charged due to the tax-exempt status of the Authority (refer to section “*Tax Exempt Status*” of this RFQ/P, for additional information).

The Proposer’s “*Maximum Not-to-Exceed Monthly ISP Rate Fees*” and “*Hourly Rates*” shall include all direct and indirect costs, including but not limited to: overhead, profit, travel, and administrative costs of the Proposer. All costs, including travel and expenses, must be incorporated into the proposed “*Fee Schedule*” proposal. Proposer’s should consider such expenses as initial travel to the Authority’s offices to set-up and launch the program, teleconferences, overnight delivery service (i.e. Federal Express, UPS Red, etc.), is applicable, etc. The total cost should be fixed within +/- ten (10%) percent.

### **EVALUATION CRITERIA / SELECTION PROCESS:**

The Authority will convene a cross-functional Evaluation Committee composed of the Authority’s staff and management, to evaluate, score and rank proposals received for this RFQ/P. Selection of the successful Proposer will be based upon a determination of which proposal is the most favorable to the Authority, considering the criteria listed below, price and other factors considered.

**The following evaluation criteria, not listed in order of significance, will be used to evaluate proposals received in response to this RFQ/P:**

- the Proposer’s **detailed approach and plans** (to include the Proposer’s ability to meet the desired *Quality of Service (QoS)* levels) to perform the services required by the *Scope of Services* section of this RFQ/P.
- the **qualifications and experience of the Proposing Firm**, with emphasis on documented experience in working with and successfully completing work on contracts of similar size and scope to the work required.
- the Proposer’s **documented experience** in successfully completing **contracts of similar size and scope** for other firms of similar size, with multiple locations as those required of this RFQ/P
- the Proposer’s “**Price**”, as exemplified by the **prices submitted for the:**

### **MANDATORY FEE SCHEDULE:**

- a. **“Maximum Not-to-Exceed Monthly ISP Rate Fee Schedule” to provide these Internet Service Provider (ISP) Services** at each of the locations defined herein  
(reference *Exhibit R – Section 1A- 1I*)

(this is the Proposer’s “Maximum Monthly ISP Rate Fees” which are totaled and then divided by the number of connection rates indicated to obtain a “Blended Monthly Rate”. This same blending will apply to the Proposer’s “Hourly Rates”. Proposers must indicate monthly rates for EACH connection speed which the Authority may require based on its business needs; not a blended rate. The Authority will blend the monthly rates, as stated, for each proposal received.)

- b. **Local Calling Rates – price per minute**  
 (reference Exhibit R – Section 2A)
- c. **Long Distance Calling Rates – price per minute**  
 (reference Exhibit R – Section 2B)
- d. **International Calling Rates – price per minute ( to the eleven (11) locations indicated in the section “Scope of Services / Deliverables – Item #5 - Local / Long Distance / International Rates” )**  
 (reference Exhibit R – Section 2C 1-10)
- e. **“Blended Hourly Rates,” for each individual / position expected to perform work against the resulting contract**  
 (reference Exhibit R – Section 4A -4 M).

**OPTIONAL “FEE SCHEDULE” (if applicable) (Items 3A – 3C):**

- f. **Connection Charge to INITIATE Service at a given site - (if applicable)**  
 (reference “Fee Schedule – Exhibit R – Section 3A”)
- g. **Connection Charge to CHANGE Service at a given site - (if applicable)**  
 (reference “Fee Schedule – Exhibit R – Section 3B”)
- h. **Disconnect Charge to CANCEL Service at a given site - (if applicable)**  
 (reference “Fee Schedule – Exhibit R – Section 3C”)

For purposes of this RFQ/P, the following methodology will be used to evaluate and score each of the components of the Proposer’s price regarding the “Scope of Services / Deliverables”, as detailed in this RFQ/P. For example, if the Authority received the four (4) “Maximum Not-to-Exceed Monthly ISP Rate Fees” to provide Internet Service listed below, the Authority would evaluate these as follows:

Proposer #1 quoted \$6,500 / month for all locations  
 Proposer #2 quoted \$6,200 / month for all locations  
 Proposer #3 quoted \$7,100 / month for all locations  
 Proposer #4 quoted \$7,600 / month for all locations

The range in pricing is \$1,400 (the spread of the lowest price of \$6,200 to the highest of \$7,600). Utilizing a scoring system of “1 – 5”, the following would apply:

Score ‘1’ -	“poor”	\$7,321 to \$7,600
Score ‘2’ -	“fair”	\$7,041 to \$7,320
Score ‘3’ -	“good”	\$6,761 to \$7,040
Score ‘4’ -	“very good”	\$6,481 to \$6,760
Score ‘5’ -	“excellent”	\$6,200 to \$6,480

As such, Proposers would be scored as follows, regarding “*Internet Service Provider (ISP) Services Fees*” pricing:

Proposer #1 quoted \$6,500 / month and receives a score of ‘4’  
Proposer #2 quoted \$6,200 / month and receives a score of ‘5’  
Proposer #3 quoted \$7,100 / month and receives a score of ‘2’  
Proposer #4 quoted \$7,600 / month and receives a score of ‘1’

### **INTERVIEWS:**

Upon review of the proposals, the one (1) or more Proposers may be invited to interview, with members of the Evaluation Committee. The decision to conduct interviews is at the sole discretion of the Authority. In the event the Authority decides to conduct interviews, the Proposer shall be available to meet with the Evaluation Committee, **on or about mid March.** The specific date for these interviews will be communicated to the Proposers, at the appropriate time. While the Authority will make every effort to accommodate a mutually agreeable date for the interview, Proposers should be aware that failure to comply with the scheduled request to interview will result in the Authority evaluating and scoring the Proposer’s proposal, based solely on the information submitted. The Authority shall not be expected to reschedule interviews to accommodate the schedule of the Proposer.

Interviews will take place at the Authority’s offices, located at 36 West State Street, in Trenton, during normal business hours (9:00 AM to 5:00 PM) or via teleconference during these business hours. The decision to participate in person or via teleconference will be at the Proposer’s discretion.

### **SPECIMEN FORM of “CONTRACT for PROFESSIONAL SERVICES”:**

Award of a contract for services outlined in this *RFQ/P* will be subject to the selected firm entering into a form of contract satisfactory to the Authority. Proposers should refer to the specimen form of “***Contract for Professional Services***”, attached to this *RFQ/P* as ***Exhibit L***. Proposers are encouraged to carefully review the specimen contract and **should indicate any exceptions taken to the form of contract, in the bid proposal response.**

**If the Proposer takes no exceptions to the contract terms or its language, this should be clearly stated in the bid proposal, by including the following signed statement:**

“I, *Name of Authorized Representative*, duly authorized to prepare and submit this bid proposal response on behalf of *Bidding Entity Name*, hereby acknowledge that *Bidding Entity Name* takes no exceptions to the Authority’s specimen form of “*Contract for Professional Services*”, attached to this *RFQ/P* as *Exhibit L*.”

If the Proposer does, in fact, take exception to one (1) or more points within the contract, the following signed statement should be submitted:

"I, Name of Authorized Representative, duly authorized to prepare and submit this bid proposal response on behalf of Bidding Entity Name, hereby acknowledge that Bidding Entity Name requests the following amendments / changes to the Authority's specimen form of "Contract for Professional Services", attached to this RFQ/P as *Exhibit L*.

The Proposer should then list the requested change, as appropriate.

**The Authority will be under no obligation to grant or accept any requested changes to the specimen form of the contract (*Exhibit L*).**

### **CONFIDENTIAL INFORMATION of the AUTHORITY:**

In connection with performing the Work, the Vendor, its employees and its subcontractors, if any, may receive, review and become aware of proprietary, personnel, commercial, marketing and financial information of the Authority, its employees, members, borrowers, business associates or tenants at the CCIT facility, that is confidential and/or proprietary in nature ("*Confidential Information*"). The Vendor agrees that the use and handling of *Confidential Information* by the Vendor, its employees and its subcontractors, if any, shall be done in a responsible manner and solely for furtherance of the Work. Other than to its employees and its subcontractors, if any, who have a need to know *Confidential Information* in connection with performance of the Work, the Vendor agrees not to disclose any *Confidential Information*, without the prior written consent of the Authority and the tenant client at CCIT. The Vendor shall be responsible to assure that its employees and its subcontractors, if any, do not disclose any *Confidential Information* without the prior written consent of the Authority and the tenant client. The Vendor shall inform each of its employees and its subcontractors, if any, that receives any *Confidential Information* of the requirements of this section of the RFQ/P and *Section 9* of the Contract and shall require each such employee and its subcontractors, if any, to comply with such requirements.

Notwithstanding the foregoing, the term *Confidential Information* shall not include information which: (i) is already known to the Vendor, its employees and its subcontractors, if any, from sources other than the Authority or the tenant client; (ii) is or becomes generally available to the public other than as a result of a disclosure by the Vendor, its employees and its subcontractors, if any; or (iii) is required to be disclosed by law or by regulatory or judicial process.

Pursuant to *Section 6, "Indemnification"* of the Contract, the Vendor shall indemnify and hold the Authority, its employees and members harmless for any breach of *Section 9 "Confidential Information of the Authority"*, by the Vendor, its employees and its subcontractors, if any.

The Authority, in its sole discretion, may require the Vendor, its employees and its subcontractors, if any, assigned to perform work against the resulting contract, to execute a *Non-Disclosure / Confidentiality Agreement*.

## **INSURANCE:**

The successful Proposer shall procure and maintain, at its own expense, liability insurance for damages of the kinds and in the amounts hereinafter provided, from insurance companies licensed, admitted and approved to do business in the State of New Jersey. The Vendor shall obtain this coverage from A-VII or better-rated companies as determined by A.M. Best Company. All liability insurance policies shall afford coverage on an occurrence rather than claims made basis with the exception of the professional liability coverage. The types and minimum amounts of insurance required are as follows:

(a) Commercial General Liability Insurance.

The minimum limits of liability for this insurance shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate and cover liability based on property damage, death and bodily injury.

The Commercial General Liability Insurance policy shall name the Authority as additional insured. The coverage to be provided under this policy shall be at least as broad as the standard, basic, unamended and unendorsed commercial general liability policy and shall include contractual liability coverage.

(b) Workers' Compensation and Employers' Liability.

Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include an endorsement to extend coverage to any State, which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall also be provided in an amount acceptable to the Authority.

(c) Professional Liability Insurance.

The Vendor shall carry Errors and Omissions and/or Professional Liability Insurance sufficient to protect the Vendor from any liability arising out of professional obligations performed pursuant to this Contract. The insurance shall be in the amount of \$1,000,000 each claim and in such policy form as shall be approved by the Authority. The policy shall name the New Jersey Economic Development Authority as an additional insured.

Certificates of Insurance acceptable to the Authority in respect to each of the aforementioned policies shall be filed with the Authority, prior to commencement of providing services against the contract. These Certificates shall contain a provision that coverages afforded under the policies will not be reduced or canceled unless at least thirty (30) days prior written notice has been given to the Authority. The Vendor shall notify the Authority, in writing, within forty-eight (48) hours, of any changes made to policies, which affect the Authority.

Within ten (10) calendar days of receiving notice of the Authority's intent to award a contract, the successful Proposer shall submit evidence of actual, valid insurance coverage, naming the Authority as an additional insured, for the types of insurance and amounts indicated herein and in the Contract language, (Section 7-"Insurance"). The Certificates of Insurance supplied by the successful Proposer are subject to the final approval of the Authority. Failure to provide acceptable forms of insurance may be cause for rejection of the bid proposal.

If the selected Proposer fails to provide complete and adequate evidence of insurance coverage, within said ten (10) calendar day period, the Authority reserves the right to rescind its offer and award the contract to an alternate Proposer.

## **COMPLIANCE:**

The following are compliance requirements with exhibits containing several forms, instructions and samples. Except for *P.L. 2005, c.51 Special Provisions – Political Campaign Contributions (Item E, below)*, and as required by law, **ALL COMPLIANCE FORMS MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL**, either as required by law or as expressly required by this *RFQ/P*. **FAILURE TO DO SO MAY RESULT IN REJECTION OF THE PROPOSAL.** (Forms for *P.L. 2005, c.51 “Special Provision – Political Campaign Contributions and Executive Order 117 (Corzine – 2008)”* will only be completed and returned by the successful Proposer after a selection has been made.)

### **A. EQUAL EMPLOYMENT OPPORTUNITY:**

Proposers are required to comply with the requirements of *P.L. 1975 C. 127 – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.*, which are expressly included within the terms of this *RFQ/P*, refer to **Exhibit A**. Within ten (10) calendar days from the Authority issuing a “*Conditional Notice of Award*” or “*Notice of Award*”, the successful Proposer, as well as any joint venture partners, subcontractors or subconsultants must either complete and submit an “*AA302 Employee Information Report*” form, a sample of

which is attached as **Exhibit B**, or submit a valid “*Certificate of Employee Information Report*”, a sample of which is attached as **Exhibit C**, or a valid “*Letter of Federal Affirmative Action Plan Approval*”, a sample of which is attached as **Exhibit D**.

### **B. BUSINESS REGISTRATION:**

Each entity responding to this *RFQ/P* shall submit a copy of the entity’s “**Business Registration Certificate**” issued by the New Jersey Division of Revenue, with the Proposal, a sample of which is attached as **Exhibit E**.

**The PROPOSER, and any joint venture partners, MUST SUBMIT evidence of a VALID “BUSINESS REGISTRATION CERTIFICATE” (BRC) WITH THE BID PROPOSAL.** The Proposer and any joint venture partners **MUST** possess a valid *BRC*, as of the due date and time of the bid proposal opening. Proposers are encouraged to submit *BRCs* on behalf of each subcontractor identified in the proposal, with the bid proposal.

During the term of the contract and any extensions thereto, and prior to performing any work against said contract, the successful Proposer must obtain and submit to the Authority proof of valid *BRC* registration for any subcontractor who will perform work against the resulting contract.

Upon notification from the Authority of intent to award, the successful Proposer must provide written notice to all subcontractors, if applicable, that they are required to submit a copy of their “*Business Registration Certificate*” to the Contractor. The Contractor shall maintain and submit to the Authority a list of subcontractors and their current addresses, updated as necessary during the course of the contract performance. No subcontract shall be entered into with a subcontractor for work under this contract unless the subcontractor first provides to the Contractor proof of the subcontractor’s valid *BRC* registration.

As required by law, the Authority cannot award a contract to any Proposer(s,) or joint venture partner, which does not possess a valid *BRC*, as of the date and time of the bid opening.

**The Proposer MUST submit proof of valid business registration with the bid proposal.** Failure to submit such valid *Business Registration* with a bid proposal may render the proposal materially non-responsive.

The business registration form (*Form NJ-REG*) can be found online at

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>.

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

**INDIVIDUALS**, who may be responding to this *RFQ/P*, or who may perform work against the contract as a subconsultant, **MUST** possess a valid “*BRC*” as of the date and time of the bid opening. The individual must complete, sign form “*NJ-REG-A*” (Rev 12/06) and submit to the Department of Treasury. Evidence of registration with the Department of Treasury – Client Registration Bureau **MUST BE SUBMITTED WITH** the bid proposal.

The “***NJ-REG-A***” form may be found at the Department of Treasury’s website:

[http://www.state.nj.us/treasury/revenue/pdf/forms/reg\\_a.pdf](http://www.state.nj.us/treasury/revenue/pdf/forms/reg_a.pdf)

The contractor and any subcontractor providing goods or performing services under this 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, refer to ***Exhibit F***.

**C. PUBLIC LAW 2005, c.92 and N.J.S.A. 52:34-13.2 - SOURCE DISCLOSURE:**

In compliance with *Public Law 2005, c.92* and *N.J.S.A. 52:34-13.2*, each entity submitting a response to this *RFQ/P* is required to indicate on the attached “*Source Disclosure Certification*” form, attached as ***Exhibit G*** the location **by country** where services rendered pursuant to this *RFQ/P* will be performed.

**Failure to submit a completed and signed “Source Disclosure Certification” form with a bid proposal may render the bid materially non-responsive.**

**D. EXECUTIVE ORDER 34 (2006) COMPLIANCE:**

In accordance with *Executive Order 34 (2006)*, the Authority encourages the use of Minority-Owned Business Enterprises (MBEs) and Woman-Owned Business Enterprises (WBEs) entities and MBE and WBE subFirms.

**E. SET ASIDE:**

In accordance with the requirements of N.J.A.C. 17:13 and N.J.A.C. 17:14, as amended, the Authority is required to develop a set-aside business plan for Small Business Enterprises (SBEs). The Authority encourages the participation of SBE firms as certified by the Department of Treasury, Division of Minority and Women Business Development for the services subject to this *RFQ/P*. Information regarding SBE certification can be obtained by contacting the Office of Business Services at (609) 292-2246 or at their offices at 33 West State Street, P.O. Box 820, Trenton, NJ 08625-0820 or on-line, via the State's Business website at:

<http://www.newjerseybusiness.gov>

It is the Authority's goal to award twenty-five (25%) percent of the dollar value of its contract to eligible small businesses whose principal place of business is New Jersey, is independently owned and operated, has no more than one hundred (100) full-time employees, and whose gross revenues do not exceed \$12 million dollars or the applicable annual revenue standards set forth in 13 CFR 121.201, incorporated herein by reference and as may be adjusted periodically, whichever is higher, and satisfies any additional eligibility standards under this chapter.

(reference [www.sba.gov/tools/resource/library/laws.and.regultaions/index.html](http://www.sba.gov/tools/resource/library/laws.and.regultaions/index.html)),

(NAICS Codes can be obtained at [www.census.gov/epcd/www/naics.html](http://www.census.gov/epcd/www/naics.html))

**FOR GOODS AND SERVICES:**

It is the Authority's goal to award:

Ten (10%) percent of its contracts to eligible small businesses whose principal place of business is New Jersey, is independently owned and operated, has no more than 100 full-time employees, and whose gross revenues do not exceed **\$500,000**;

Fifteen (15%) percent of its contracts to eligible small businesses whose principal place of business is New Jersey, is independently owned and operated has no more than 100 full-time employees, and whose gross revenues do not exceed **\$12 million dollars** or the applicable federal revenue standards established at 13 CFR 121.201 incorporated herein by reference, whichever is higher.

Therefore, all Proposers and their named Subcontractors should complete the attached "Set Aside Information Form" (**Exhibit H**) and submit it with their proposal.

**In addition, all Proposers must complete and submit the attached "Set Aside Compliance Certificate" (Exhibit I) with the proposal. The "Set Aside Compliance Certificate" is considered a mandatory requirement to be completed and included as part of the proposal.**

**Failure to complete and submit the "Set Aside Compliance Certificate " will be a sufficient basis to deem the Proposer's proposal non-responsive and thus subject to mandatory rejection.**

The Proposer's "Set Aside Compliance Certificate" will convey information in sufficient detail to permit the Authority to effectively assess the Proposer's plan for attaining the specified set-aside goal or documenting the Proposer's good faith effort to meet the set-aside goal.

The successful Proposer must submit a "Monthly Status Report" (**Exhibit J**), with its invoice, on a monthly basis to the Authority. Invoices will not be processed unless accompanied by the "Monthly Status Report".

**F. P.L. 2005, c. 51 SPECIAL PROVISIONS – POLITICAL CAMPAIGN CONTRIBUTIONS:**

On March 22, 2005, Acting Governor Codey signed into law *P.L. 2005, c. 51*, amending and supplementing *N.J.S.A. 19:44A-20.1 et seq.* This legislation supersedes *Executive Order 134 (2004)* ("EO 134"), but essentially codified its substantive provisions aimed at safeguarding the integrity of State government procurement by imposing restrictions to insulate that process from political contributions posing the risk of improper influence, purchase of access, or the appearance thereof. As set forth in detail below, a selected entity will be required to respond in a timely fashion to certification and disclosure requirements that will be issued by the Authority. Under *N.J.S.A. 19:44A-20.24*, the terms and conditions set forth in this section are material terms of the *RFQ/P* and contract.

**(1) Definitions.** For purposes of this section, the following shall be defined as follows:

- i. "Contributions" means a contribution reportable by the recipient under the *New Jersey Campaign Contributions and Expenditures Reporting Act, P.L. 1973, c. 83 (N.J.S.A. 19:44A-1 et seq.)*, and implementing regulations set forth at *N.J.A.C. 19-25-7 and N.J.A.C. 19:25-10.1 et seq.* a contribution made to a legislative leadership committee, a contribution made to a municipal political party committee or a contribution made to a candidate committee or election fund of any candidate for or holder of the office of Lieutenant Governor. Currently, contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws. The provisions of *P.L. 2005, c. 51* **shall apply only to contributions made on or after October 15, 2004.**

- ii. “Business Entity” means a for-profit entity as follows:
    - A. in the case of a corporation: the corporation, any officer of the corporation, and any person or business entity that owns or controls 10% or more of the stock of corporation;
    - B. in the case of a general partnership: the partnership and any partner;
    - C. in the case of a limited partnership: the limited partnership and any partner;
    - D. in the case of a professional corporation: the professional corporation any shareholder or officer;
    - E. in the case of a limited liability company: the limited liability company and any member;
    - F. in the case of a limited liability partnership: the limited liability partnership and any partner;
    - G. in the case of a sole proprietorship: the proprietor; and
    - H. in the case of any other form of entity organized under the laws of this State or other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;
    - I. any subsidiary directly or indirectly controlled by the business entity;
  - iii. any political organization organized under section 527 of the Internal Revenue Code is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and
  - iv. with respect to an individual who is included within the definition of business entity the individual’s spouse or civil union partner, and any child residing with the individual, provided, however, that, this Order shall not apply to a contribution made by such spouse, civil union partner, or child to a candidate for whom the contributor is entitled to vote or to a political party committee within whose jurisdiction the contributor resides unless such contribution is in violation of *section 9 of P.L. 2005, c. 51 (C.19:44A-20.1 et seq.) (“Chapter 51”)*.
- c) *PL 2005, c.51 – means Public Law 2005, chapter 51 (C. 19:44A-20.13 through C. 19:44A-20.25, inclusive) as expanded by Executive Order 117 (Gov. Corzine, September 24, 2008).*
- (2) **Prohibited Conduct.** The Authority shall not enter into a contract valued at more than \$17,510 for goods or services with any Business Entity, if the Business Entity solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for a holder of the public office of Governor, or to any State or county political party committee on or after October 15, 2004.
- (3) **Certification and Disclosure Requirements:**
- (i) **Requirements for Selected Entity.** The selected entity ***shall receive notification that*** will, among other things, notify the entity that it must submit a ***“Vendor Certification and Disclosure of Political***

**Contributions” form and “Business Entity Disclosure” form** as provided by the Authority, samples of which are set forth in **Exhibit K** to this RFQ/P. Instructions for completing the forms are also included with **Exhibit I**. Failure to submit these forms in a timely fashion shall be cause for rejection of the entity. Proposers are not required to include the *P.L. 2005, c. 51* forms as part of the Proposal submission. Only the selected entity will need to complete and submit these forms. Selected entity will be notified by the Authority at the appropriate time.

- (ii) **Firm’s Continuing Obligation to Comply with P.L. 2005, c. 51.** The selected entity shall be required on a continuing basis to disclose and report to the Authority any contributions made during the contract term by the Business Entity on forms provided by the Authority, at the time it makes the contribution.
  
- (4) **State Treasurer Review.** Prior to the award of the contract, the State Treasurer or his designee shall review the Disclosures submitted by the apparent successful entity, as well as, any other pertinent information concerning the contributions or reports thereof. This review will also take place on a continuing basis during the term of the contract. If the State Treasurer determines that any contribution or action of the contractor constitutes a breach of contract pursuant to this section, or presents a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of this or any future contract.
  
- (5) **Breach of Contract.** It shall be a breach of the terms of the contract for the Business Entity to: (I) make or solicit a contribution in violation of *P.L. 2005, c. 51*, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or Firm with the intent or understanding that such lobbyist or Firm would make or solicit any contribution, which if made or solicited by the Business Entity itself would subject that entity to the restrictions of *P.L. 2005, c. 51*; (vi) fund contributions made by third parties including Firms, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of *P.L. 2005, c. 51*; or (viii) directly or indirectly through or by any other person or means, do any action which would subject that entity to the restrictions of *P.L. 2005, c. 51*.
  
- (6) **Contract Provisions.** Political Campaign Contribution provisions will be included in and be a part of the contract that the selected entity will be required to sign.

G. **PREVAILING WAGE ACT** - *The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq.* is hereby made part of every contract entered into on behalf of the New Jersey

Economic Development Authority except those contracts which are not within the contemplation of the Act. The Bidder's signature on this proposal is his guarantee that neither he, nor any subcontractors he might employ to perform the work covered by this proposal, has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the *Prevailing Wage Act* and / or the *Public Works Contractor Registration Acts*; and this signature is the Bidder's guarantee that he and any subcontractors he might employ to perform the work covered by this proposal, will comply with the provisions of the *Prevailing Wage Act* and *Public Works Contractor Registration Acts*, where required. (reference **Exhibit O**)

- H. **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) 292-7060 or at the Division's website page at [http://lwd.dol.state.nj.us/labor/wagehour/wagehour\\_index.html](http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html). (reference **Exhibit P**).

**The Proposer must submit evidence of its  
"Public Works Contractor Registration Certificate" WITH its proposal.  
Failure to do so will render the proposal materially non-responsive**

The successful entity agrees that it shall comply with all requirements of these provisions. If the successful entity fails to comply with the requirements of these provisions, the Authority may declare any contract for these services void.

**MANDATORY COMPLIANCE SUBMITTALS:**

Interested Proposers should note that the following COMPLIANCE documents **MUST** be submitted **WITH THE BID PROPOSAL**:

1. a valid **"Business Registration Certificate" (BRC) – (Exhibit E)**  
(effective as of the date and time of the bid opening (Item B, above))
2. **"Source Disclosure Certificate" form - (Exhibit G)**  
(Public Law 2005, c.92 and Executive Order 129 (2004) (Item C, above))
3. **"Set Aside Compliance Certificate" form - (Exhibit I) (Item E, above)**
4. **"Public Works Contractor Registration Certificate" (Exhibit P) (Item H above)**

**These four (4) documents MUST be submitted WITH THE PROPOSAL.  
Failure to do so will render the proposal materially non-responsive.**

~ **IMPORTANT NOTE regarding COMPLIANCE SUBMISSIONS**  
for this *Request for Qualifications / Proposals*: ~

The Authority is eager to enhance its voice and data infrastructure with these ISP Services. In the interest of time, **Proposers are asked to complete and submit ALL COMPLIANCE DOCUMENTS, including “Equal Employment Opportunity” (i.e. AA-302 form or “Certificate of Employee Information Report”) and “Public Law 2005, c.51 and Executive Order 117” (Corzine - 2008), “Vendor Certification of Political Contributions and Ownership Disclosure”, (which typically is only required of the successful Proposer), WITH the proposal.**

Respondents are encouraged to submit all remaining compliance documentation, as specified in this section, **“Compliance” with the bid proposal**. While only the successful Proposer is required to complete and submit *Public Law 2005, c.51 and Executive Order 117 (Corzine - 2008), “Vendor Certification of Political Contributions and Ownership Disclosure”, in the interest of time, Proposers are requested to submit this compliance documentation, as well, WITH the proposal.*

**NOTE: Proposers are cautioned that all compliance documents, as required by law, MUST be fully completed, signed and submitted WITH the bid proposal. DO NOT LEAVE a COMPLIANCE DOCUMENT BLANK / INCOMPLETE, with the exception of the P.L. 2005, c.51 forms, which are only required of the successful Proposer.** If you believe a particular compliance document is not applicable to your firm, you are encouraged to submit a question during the “Questions” period, specified in this RFQ/P. If the document does not apply to your company (i.e. the “Set-Aside Information” form (*Exhibit H*); complete all bid information (i.e. number & RFQ/P title, etc.), mark those areas that are not applicable, with the abbreviation “N/A”, sign and return the document with the proposal submission. Failure to do so may result in rejection of the proposal.

~ **IMPORTANT:** ~

**Proposers are cautioned to use the compliance forms attached to this RFQ/P, as Exhibits.** These represent the most recent versions of the respective compliance documents. Using older versions of a document may require the Proposer to re-submit a fully completed and signed current version of the document before the Proposer’s compliance submissions can be reviewed and approved by the Authority’s Compliance Program Manager or other outside State entity.

~ **IMPORTANT NOTICE regarding COMPLIANCE, INSURANCE  
and CERTIFICATIONS REQUIREMENTS** ~

Proposers should note that it is the successful Proposer's / Vendor's responsibility to maintain in good order, valid and up-to-date compliance (i.e. *BRC, P.L. 2005, c.51* (i.e. "Vendor Certification of Political Contributions and Ownership Disclosure"), "Affirmative Action / Equal Employment Opportunity" (i.e. *Certificate of Employee Information Report, Public Works Contractor Registration and compliance with Prevailing Wage requirements*), etc.), insurance and any professional certifications required of this RFQ/P and the resulting contract, throughout the term of the contract and any extensions thereto.

**Failure to do so may be cause for immediate cancellation of the contract.**

**TAX EXEMPT STATUS:**

As an instrumentality of the State of New Jersey, the New Jersey Economic Development Authority is tax exempt. When preparing the "Fee Schedule" (*Exhibit R*), as well as submitting invoices for payment, the successful Proposer shall not include federal or state sales tax. The successful Proposer shall not charge, nor be reimbursed for tax.

**PROPOSAL FORMAT / SUBMITTAL REQUIREMENTS:**

**At a minimum, Proposers MUST SUBMIT the following mandatory information items WITH the bid proposal.** This information must be submitted for the respondent, as well as any subcontractors and / or subFirms:

1. Provide a fully completed "**Fee Schedule**" (*Exhibit R – Sections 1 -4*) to include:

**MANDATORY "FEE SCHEDULE":**

- A. "**Maximum Not-to-Exceed Monthly ISP Rate Fee Schedule**" to **provide these Internet Service Provider (ISP) Services** at each of the locations defined herein  
(reference *Exhibit R – Section 1A- 1I*)

(this is the Proposer's "Maximum Monthly ISP Rate Fees" which are totaled and then divided by the number of connection rates indicated to obtain a "Blended Monthly Rate". This same blending will apply to the Proposer's "Hourly Rates". Proposers must indicate monthly rates for EACH connection speed which the Authority may require based on its business needs; not a blended rate. The Authority will blend the monthly rates, as stated, for each proposal received.)

- B. **Unit Price per Direct Inbound Dialing (DID) line**  
(reference *Exhibit R – Section 1C*)
- C. **Local Calling Rates – price per minute**  
(reference *Exhibit R – Section 2A*)

- D. **Long Distance Calling Rates – price per minute**  
(reference Exhibit R – Section 2B)
- E. **International Calling Rates – price per minute** ( to the eleven (11) locations indicated in the section “Scope of Services / Deliverables – Item #5 - Local / Long Distance / International Rates”)  
(reference Exhibit R – Section 2C 1-10)
- F. **Supplemental International Calling Rates – price per minute**  
(to countries other than those listed in the section “Scope of Services / Deliverables – Item #5 - Local / Long Distance / International Rates”)  
(reference Exhibit R – Fee Schedule of the Proposer’s design)
- G. **“Blended Hourly Rates,” for each individual / position expected to perform work against the resulting contract**  
**(reference Exhibit R – Section 4A -4 M).**

**OPTIONAL “FEE SCHEDULE”** (if applicable) (*Items 3A – 3C*):

- H. **Connection Charge to INITIATE Service at a given site** - (if applicable)  
(reference “Fee Schedule – Exhibit R – Section 3A”)
- I. **Connection Charge to CHANGE Service at a given site** - (if applicable)  
(reference “Fee Schedule – Exhibit R – Section 3B”)
- J. **Disconnect Charge to CANCEL Service at a given site** - (if applicable)  
(reference “Fee Schedule – Exhibit R – Section 3C”)

**~ IMPORTANT ~**

Proposers **MUST** indicate pricing for *Items A through G* above, in the “Fee Schedule”.

If applicable, Proposers should indicate a Connection / Disconnection Charges for *Items H through J*, above.

If a premium percentage will not be charged for *Items H – J*; the Proposer should indicate “None” or “0%” on the “Fee Schedule”. If the Proposer fails to complete these three (3) areas of the “Fee Schedule”, the proposal will be evaluated as though the Proposer had indicated “None” or “0%”.

**2. Submit the following QoS signed statement regarding Performance Levels: Jitter / Latency / Information Loss, with the proposal:**

“I, Authorized Representative’s Name, Title, acting on behalf of Bidding Entity Company Name, hereby certify that Bidding Entity Company Name’s infrastructure will:

1. control delays in transmitting / receiving voice (RTP packets) between the Authority’s site locations to a maximum level of twenty (20ms) milliseconds.

2. contain / limit jitter in voice traffic between the Authority's site locations to a maximum buffer level of thirty (30ms) milliseconds.
3. support the assurance of a maximum information packet loss of not more than one (1%) percent."

3. All fully **completed and signed Compliance document forms, as specified in the "Compliance" section,** of this RFQ/P, and as required by law.

Respondents should note that the following **COMPLIANCE** documents **MUST** be submitted **WITH THE BID PROPOSAL**:

1. **"Business Registration Certificate" (BRC)** – (Exhibit E)
2. **"Source Disclosure Certificate" form** - (Exhibit G)
3. **"Set Aside Compliance Certificate" form** - (Exhibit I)
4. **"Public Works Contractor Certificate"** (Exhibit P)

**Respondents are encouraged to submit ALL remaining compliance documentation, with the bid proposal.** While only the successful firm is required to complete and submit "Public Law 2005, c.51 and Executive Order 117" (Corzine), "Vendor Certification of Political Contributions and Ownership Disclosure" within ten (10) calendar days of the Authority issuing a conditional notice of its intent to award a contract, however, in this instance, **Proposers are asked to complete, sign and submit this documentation and all other compliance documents, with the proposal.** Failure to submit all compliance documents, as specified and within the specified time frames and as required by law, may result in rejection of the proposal.

~ IMPORTANT INFORMATION regarding COMPLIANCE SUBMITTALS ~

1. **The above four (4) compliance forms must be submitted with the proposal.**  
Failure to do so, may result in rejection of the bid proposal.
2. Due to recent changes made and to prevent the need to resubmit compliance documents, Proposers are asked to **use only those compliance documents included in the Exhibits section of this RFQ/P.**
3. In the interest of time, **Proposers are asked to submit ALL COMPLIANCE DOCUMENTS with the proposal, INCLUDING P.L. 2005, c.51 "Vendor Certification and Disclosure of Political Contributions and Ownership Disclosure", which is typically required of only the successful Proposer and "Equal Employment Opportunity / Affirmative Action" (i.e. "AA 302" form, "Certificate of Employee Information Report", etc.).**

In addition to the mandatory information items indicated above, Proposers should include the following additional information **with the bid proposal**:

4. a brief **narrative describing the proposed "Scope of Services / Deliverables"** including how the Proposer plans to effectively and efficiently accomplish these tasks / services identified in this RFQ/P.

5. a **brief descriptive narrative of the Proposer's organization**, and its qualifications to provide the Internet Service Provider (ISP) Services required of this RFQ/P and resulting contract. Included must be information on the Proposer's experience and qualifications, **specifically as it relates to providing these ISP services at multiple locations and Voice and Data services** to other entities.
6. evidence of the Firm possessing a minimum of **eight (8) years demonstrated experience**, as **evidenced by at least four (4) illustrative narratives describing similar Internet Service Provider (ISP) Services consulting projects for eight (8) year period.**

This narrative must include the client name, project overview, scope of services, costs, return on investment analysis, if applicable, and final product / end results. Due to the significance of successfully providing these Internet Service Provider (ISP) Services to an organization, the references provided (i.e. contact person information) **should be senior executive decisions makers** (i.e. CEO, CFO, CIO, CTO, etc.) who can address the Proposer's abilities, manner of interacting with him / herself, as well as other members of the organization, success in providing these Internet Service Provider (ISP) Services and overall effectiveness / impact on the company. For each such contract, the Proposer must **provide the name, telephone number and e-mail address of a senior executive (i.e. CEO, CFO, CIO, CTO, etc.) contact person for the other contract party, who can provide a reference** regarding the Proposer's performance.

These references will allow the Authority to address specific questions / issues with the reference, regarding the Proposer's performance, responsiveness and quality, **as it relates to these specific ISP requirements and successfully working with, maintaining and troubleshooting Cisco Systems Call Manager, Unity and voice gateways.**

**A minimum of four (4) submissions should be provided.**

7. a minimum of **two (2) examples of similar prior Internet Service Provider (ISP) Services projects**, provided to other clients of similar in size, scope, complexity and other relevant factors, performed by the firm, **within the last two (2) years**. The Proposer should include any materials specifically and directly related to the examples.

**A minimum of two (2) submissions should be provided.**

8. **evidence of the actual number of years providing similar related Internet Service Provider (ISP) Services and successfully working with, maintaining and troubleshooting Voice and Data services**, of similar size and scope projects, by submitting a copy of the Proposer's **list of clients and years serviced during this period.**

9. a copy of the **Proposer’s organizational / staffing chart**, to show the **names and positions of ALL employees within the organization who it is expected will be assigned to provide these services** and perform against the resulting contract. If a staffing chart is not available; the Proposer should indicate the number of direct, in-house employees which possess the requisite experience, qualifications and certifications to perform the work against the resulting contract.
10. if available, it is requested that an **organizational chart also be supplied for the Proposer’s entire organization.** If an organizational chart is not available; the Proposer should indicate the number of direct, in-house employees in employs.
11. a **narrative substantiating why the Proposer is qualified to provide these Internet Service Provider (ISP) Services**, based on past experience, depth of personnel, etc.. Also included should be information substantiating the Proposer’s abilities and successes **working with, maintaining and troubleshooting Voice and Data services.**
12. the full name, title, telephone number and e-mail address for the **primary contact person of the firm responsible for this submission.**
13. the **location of the Proposer’s office that will be responsible for managing the resulting contract.**
14. the **full name, title, telephone number and e-mail address of the individual, who will be responsible for and who will manage, the resulting contract.**
15. the **name and Federal Employer Identification Number (FEIN #)** of the Proposer responding to this *RFQ/P*.
16. **identify any pre-existing intellectual property (IP) owned by the Proposer**, to be brought into the project.
17. **provide a signed statement** that if awarded the contract, the successful **Proposer shall grant to the Authority, a non-exclusive, perpetual, royalty-free license to use any of the Proposer’s Background IP delivered to the Authority** for the purposes contemplated by the contract and any extensions thereto, if applicable (reference *Section “Responsibilities of the Vendor”*).
18. provide the following **signed statement concerning capacity to perform** against any resulting contract (this is to be signed by the authorized representative, who is submitting and signing the *RFQ/P* documents on behalf of the responding entity):

"I, Name of Authorized Representative, Title certify that, Respondent Entity Name has sufficient resources, legal capacity and authority to provide the service identified in the Proposal herein and is willing to be bound to said Proposal. Respondent Entity Name agrees to hold its prices firm for a period of ninety (90) days to accommodate the Authority's evaluation and award processes."

19. provide the following **signed statement**, as appropriate, concerning the **specimen form of "Contract For Professional Services"** (*Exhibit L*):

**If the Proposer takes no exceptions to the contract terms or its language**, this should be clearly stated in the bid proposal, by including the following **signed statement**:

"I, Name of Authorized Representative, duly authorized to prepare and submit this bid proposal response on behalf of Bidding Entity Name, hereby acknowledge that Bidding Entity Name takes no exceptions to the Authority's specimen form of "Contract for Professional Services", attached to this RFQ/P as *Exhibit L*."

**If the Proposer does, in fact, take exception to one (1) or more points within the contract**, the following **signed statement** should be submitted:

"I, Name of Authorized Representative, duly authorized to prepare and submit this bid proposal response on behalf of Bidding Entity Name, hereby acknowledge that Bidding Entity Name requests the following amendments / changes to the Authority's specimen form of "Contract for Professional Services", attached to this RFQ/P as *Exhibit L*."

20. **submit** a fully completed, correct and signed "**Acknowledgment of Receipt of Addenda / Q&A**" form (*Exhibit M*)

**A proposal cannot be reviewed and evaluated unless and until the above information is received.** Failure to submit the above information may result in rejection of the bid proposal.

This list is meant to assist the proposing entity in preparing the bid proposal and may not be all encompassing. It is the proposing firm's sole responsibility to ensure that all required documentation and submissions are included with the bid proposal.

**IMPORTANT:**

Failure to provide all items indicated above, in the level of detail specified, may prevent the Authority from effectively and accurately evaluating the proposal.

**QUESTIONS:**

Questions concerning this RFQ/P, may be submitted, in writing via e-mail, to Geraldine Stout, Procurement Officer, at [gstout@njeda.com](mailto:gstout@njeda.com) and **must be received at or before 5:00 PM**

**prevailing local time, on Monday, April 19, 2010.** Phone calls / faxes shall not be accepted.

The subject line of the e-mail should state:

**“QUESTIONS – 2010-RFQ/P-037 – Internet Service Provider (ISP) Services”**

All questions and answers will be posted on the Authority’s website at:

<http://www.njeda.com/rfq> under:

*“2010-RFQ/P-037 – Internet Service Provider (ISP) Services  
- Questions and Answers”.*

Interested parties are encouraged to frequently check the Authority’s website for any updates, additional information and / or addenda pertaining to this RFQ/P, as well as, posted “*Questions and Answers*”.

#### **ADDENDUM / “QUESTIONS & ANSWERS:**

There are no designated dates for release of addenda or posting of “*Questions & Answers*” on the Authority’s website. Interested Proposers should check the Authority’s website frequently, from the date and time the RFQ/P is issued, up to and including the due date and time of the bid proposal opening. **It is the sole responsibility of the Proposer to be knowledgeable of and acknowledge all addenda and posted “*Questions & Answers*”, related to this RFQ/P, on the “*Acknowledgment of Receipt of Addenda / Q&A*” form (Exhibit M).**

All addenda, as well as “*Questions & Answers*” to the original RFQ/P, will be posted on Authority’s website, will become part of this RFQ/P and will be incorporated by reference, in the final contract resulting from this RFQ/P. **Proposers should acknowledge receipt of all addenda and each sequentially numbered “*Questions & Answers*”,** posted on the Authority’s website, for this RFQ/P by completing the “*Acknowledgment of Receipt of Addenda / Q&A*” form. Proposers should list EACH addendum and EACH sequentially numbered “*Questions & Answers*” posted for this RFQ/P, on the form. The Proposer should initial and date each entry on the form, sign it and **submit the “*Acknowledgment of Receipt of Addenda / Q&A*” form with its proposal.** A proposal cannot be reviewed and evaluated, unless and until the Proposer has correctly completed, signed and submitted the “*Acknowledgment of Receipt of Addenda / Q&A*” form (Exhibit M).

**EACH addendum and EACH sequentially numbered “*Questions & Answers*” posted on the Authority’s website MUST be acknowledged on the form.** Each entry on the form must be initialed and dated with the date referenced in the addendum or “*Q & A*” document, as it was posted on the Authority’s website.

(NOTE: When completing the “*Acknowledgment of Receipt of Addenda / Q&A*” form, the column in the grid area labeled “*Dated*” refers to the date each addendum or “*Questions and Answers*” document was posted to the Authority’s website; not the date the Proposer is executing the form.)

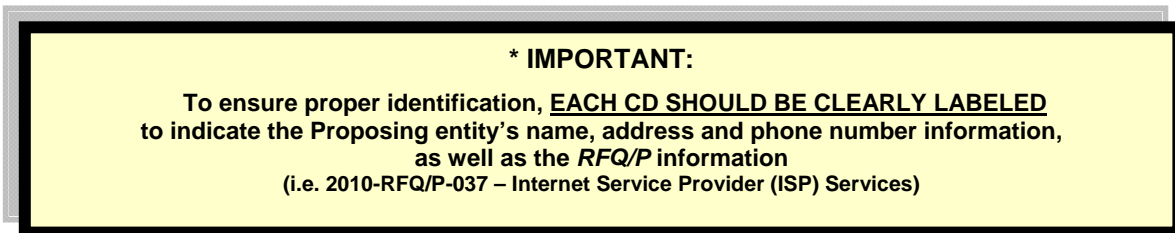
**SUBMISSION DUE DATE:**

**Proposals shall be received by 3:00 PM** (prevailing local time), **on Monday, April 26, 2010** at the Authority's offices, located at 36 West State Street, Trenton, NJ 08625. **Proposals shall be submitted to the Authority in a securely, SEALED envelope or carton.** **Unsealed, faxed or e-mailed Proposals shall not be accepted.**

In consideration of the environment and to support the Authority's efforts to "Go Green", the Authority has modified its proposal submissions, to reduce the use of paper. **All Proposals should be submitted as follows:**

- one (1) **printed, signed original**
- one (1) **printed copy of signed original**
- one (1) **printed copy of the signed proposal, unbound**
- **a signed Adobe PDF version supplied on seven (7) compact discs**
  - \* (Each compact disc should include electronic (i.e. scanned) versions of any and all submittals / samples / documents supplied with the proposal submission)

**IMPORTANT: The "Fee Schedule" and proposal cover letter MUST be SIGNED in INK!**



Proposals should be addressed to:

**Mailing Address:**

New Jersey Economic Development Authority  
Internal Process Management Department  
**REF # 2010- RFQ/P- 037 – Internet Service Provider (ISP) Services**  
**Due Date: Monday, April 26, 2010 – 3:00 PM**  
PO Box 990  
Trenton, NJ 08625-0990

**Shipping / Delivery Address:**

New Jersey Economic Development Authority  
Internal Process Management Department  
**REF # 2010 - RFQ/P- 037 – Internet Service Provider (ISP) Services**  
**Due Date: Monday, April 26, 2010 – 3:00 PM**  
36 West State Street  
Trenton, NJ 08625 -0990  
Telephone: 609-292-1800 – Main Reception Desk

**IMPORTANT:**

Since the Authority's **EVALUATION COMMITTEE WILL REVIEW THE PROPOSAL** (in Adobe format), **on the CD ROM**, Proposers must ensure that **ALL INFORMATION, DOCUMENTS and ATTACHMENTS INCLUDED IN THE ORIGINAL PROPOSAL SUBMISSION SHOULD BE INCLUDED ON THE CD ROM**. Failure to do so may prevent the Evaluation Committee from accurately evaluating the proposal.

The Authority shall not be obligated to reconsider its evaluation and scoring of a proposal, if the Proposer fails to include all information on the CD ROM. Should the Authority discover that a Proposer has failed to include the same, complete information on the CD ROM as it included with the printed original proposal submission, the Authority, in its sole discretion, shall determine whether or not to re-evaluate and re-score the proposal.

Responses to the *RFQ/P* will be received until the date and time for receipt referenced above and then publicly opened, at the office indicated.

*RFQ/P* responses will be available, upon request, for public inspection. The Authority staff will make reasonable efforts to maintain confidentiality of information received as part of the *RFQ/P* process; however, all respondents are cautioned that the Authority is subject to the provisions of the *New Jersey Open Public Meetings Act*, the *New Jersey Open Public Records Act (N.J.S.A. 47:1A-1)*, and the *New Jersey Right-to-Know statutory law and relevant case law*.

**HOLDING PRICES FIRM:**

Proposers shall hold their proposal prices firm for a period of ninety (90) days, to accommodate the Authority's evaluation and award processes.

**TERM of CONTRACT:**

It is the intent of the Authority to award a **one (1) year contract for these *Internet Service Provider (ISP) Services*, with four (4) one (1) year extension options, to be exercised at the sole discretion of the Authority**. Pricing, terms and conditions shall remain firm throughout the initial term of the contract, as well as the first extension period, should the Authority exercise its right to extend. Pricing for subsequent extensions may be adjusted by the *Consumer Price Index (CPI)*, as indicated in the section "*Award*", below.

Notwithstanding the expiration or termination of the Agreement, the Authority reserves the right, in its sole discretion, to extend the Agreement on a month-to-month basis beyond the expiration or termination, until a replacement Firm is procured for these services.

**AWARD:**

It is the intent of the Authority to award a **one (1) year contract for these *Internet Service Provider (ISP) Services*, with four (4) one (1) year extension options, to be exercised at**

**the sole discretion of the Authority, at the same terms and conditions. Pricing will remain unchanged for the first two (2) years** (i.e. the initial contract term and the first extension option, should the Authority elect to exercise this first extension). Pricing for the subsequent three (3) remaining extension options, if so exercised, will be exercised at the “Maximum Not-to-Exceed Monthly ISP Rate Fee” amount, based on the monthly rates quoted in the successful Proposer’s (Firm’s) “*Fee Schedule*” (i.e. prices applicable to the first two (2) years of the contract) plus a price escalator, if any, equal to the average of the six (6) months *Consumer Price Index (CPI)* data, preceding the contract expiration date (as cited by the US Department of Labor / Bureau of Labor Statistics for the Philadelphia Area (series ID CUURA102SA0); *CPI – Urban Wage Earners & Clerical Workers – not seasonally adjusted*).

For example, the monthly rate for the Firm is twenty-five (\$25.00) dollars per hour. The initial term of the contract expires on March 30, 2011. The first contract extension would be exercised at the same prices as the initial contract terms. Should the Authority decide to exercise the second extension option, it shall review the CPI for the preceding six (6) month period (i.e. October, 2011 through March, 2012), average the *CPI* for the period and add that amount to the Firm’s monthly rates for the extension year.

The contract award will be made to the successful Proposer whose bid proposal conforms to this *RFQ/P*, is most advantageous to the Authority, price and other factors considered, and aligns with the work of the Authority, as determined by the Authority, in its sole discretion.

Award of a contract for services outlined in this *RFQ/P* will be subject to the selected firm entering into a form of contract satisfactory to the Authority. Proposers should refer to the specimen form of “*Contract for Professional Services*”, attached to this *RFQ/P* as *Exhibit L*.

Acceptance of a Proposal and award of a contract is subject to the approval of the Authority’s Board.

#### **TERMINATION / CANCELLATION:**

The Authority, at its sole discretion, may cancel the contract, at any time, without material cause, upon seven (7) days advanced written notice to the Vendor. In such event, absent a default on the part of the Vendor, the Vendor shall be entitled to compensation for all services properly provided to the Authority pursuant to the Contract, prior to such termination.

#### **OPEN PUBLIC RECORDS ACT:**

Respondents should be aware that responses to this *RFQ/P* will be available, upon request, for public inspection. The Authority, as an instrumentality of the State of New Jersey, is subject to the *New Jersey Open Public Records Act (N.J.S.A. 47:1A-1)* and *New Jersey Right-to-Know* statutory law and relevant case law.

**OTHER:**

Any Proposer attempting to contact government officials (elected or appointed) or the Authority's Board members and staff, in an effort to influence the selection process, shall immediately have its proposal summarily rejected and disqualified.

The Authority's staff reserves the right to reject any and all Proposals, if deemed to be in the best interest of the Authority, to request redefined Proposals from any entity responding to this *RFQ/P*, or to request clarifications of any portion of the proposal received. Further, the Authority's staff reserves the right, at its sole discretion, to waive minor elements of non-compliance of any entity's Proposal, with regard to the requirements outlined in this *RFQ/P*.

Subject to approval of the governing body of the Authority, selection of the successful respondent will be based upon a determination of which Proposal is viewed as the most favorable to the Authority, based on the criteria listed above, considering price and other factors.

The Authority's staff retains the discretion to modify, expand or delete any portion of this *RFQ/P* or terminate the selection process or this *RFQ/P* at any time.

The Authority reserves the right to reject any and all responses to this Request; to schedule interviews with no Proposers, all Proposers, or only the most highly qualified Proposers, as determined by the Authority; to request additional information from, any and all firms; to waive any requirements, or minor informalities; to modify or amend, with the consent of the submitting firm, any statement, as may be permitted by law; and to effect any agreement deemed by the Authority to be in its best interest, and the best interest of the State of New Jersey.

The selected firm must comply with all local, state and federal laws, rules and regulations applicable to the contract issued pursuant to this *RFQ/P* and to the services performed hereunder.



**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**  
**REQUEST FOR PROPOSALS**  
for  
**INFORMATION SERVICE PROVIDER (ISP) SERVICES**  
**2010-RFQ/P-037 – RE-BID**

**EXHIBITS**

<b>Exhibit A</b>	Equal Employment Opportunity / Affirmative Action
<b>Exhibit B</b>	<i>Employee Information Report (form AA-302)</i>
<b>Exhibit C</b>	<i>Certificate of Employee Information Report</i>
<b>Exhibit D</b>	<i>Letter of Federal Affirmative Action Plan Approval</i>
<b>Exhibit E</b>	<i>New Jersey Business Registration Certificate</i>
<b>Exhibit F</b>	NJ Department of Treasury; Division of Taxation, <i>“Sales and use Tax Act” (P.L. 1966, c.30; N.J.S.A. 54:32B- 1 et seq)</i>
<b>Exhibit G</b>	<i>“Source Disclosure Certification” form (P.L. 2005, c.92 and N.J.S.A. 52:34-13.2)</i>
<b>Exhibit H</b>	<i>Set Aside Information form</i>
<b>Exhibit I</b>	<i>Set Aside Compliance Certificate</i>
<b>Exhibit J</b>	<i>Monthly Status Report</i>
<b>Exhibit K</b>	<i>Vendor Certification of Political Campaign Contributions / and Ownership Disclosure (P.L. 2005, c.51 and Executive Order 117 (Corzine)</i>
<b>Exhibit L</b>	New Jersey Economic Development Authority Specimen form of <i>“Professional Services Contract”</i>
<b>Exhibit M</b>	<i>Acknowledgement of Receipt of Addenda form</i>
<b>Exhibit N</b>	RESERVED; Not applicable to the <i>RFQ/P</i>
<b>Exhibit O</b>	<i>Prevailing Wage</i>
<b>Exhibit P</b>	Public Works Contractor Registration
<b>Exhibit Q</b>	RESERVED; Not applicable to the <i>RFQ/P</i>
<b>Exhibit R</b>	<i>Fee Schedule (Mandatory Sections 1A – 1I, 2A – 2C and 4A – 4M; Optional – Section 3A – 3C)</i>
<b>Exhibit S</b>	<i>RFC3250 and RFC errata id 1910</i>
<b>Exhibit T</b>	New Jersey Economic Development Authority Site Representation with MPLS
<b>Exhibit U</b>	New Jersey Economic Development Authority Logical Site Representation with MPLS
<b>Exhibit V</b>	New Jersey Economic Development Authority Current Site Layout

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
CONTRACT FOR PROFESSIONAL SERVICES  
INTERNET SERVICE PROVIDER (ISP) SERVICES**

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY (the "Authority or NJEDA"), having its address at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990, and \_\_\_\_\_ (the "Vendor"), having its address at \_\_\_\_\_.

The Authority and the Vendor agree as follows:

1. **The Work.** The Vendor shall perform or shall provide the services as specifically detailed in the Vendor's Proposal, dated \_\_\_\_\_, 2010 (and as clarified in the Vendor's revised Proposal dated \_\_\_\_\_, and \_\_\_\_\_, 2010) and the Authority's Request for Proposal ("RFQ/P"), dated \_\_\_\_\_ 2010, which are attached hereto and made a part of this Contract.

2. **Time.** The Vendor shall render the services described in the Vendor's Proposal and RFQ/P as requested by the Authority and generally pursuant to the Fee Schedule included therein.

The term of this Contract is one (1) year, with four (4) one (1) year extension options, to be exercised at the sole discretion of the Authority at the same terms and conditions. Pricing for the first extension year, if exercised, will be the same prices as the initial one (1) year term. Subsequent extensions, if exercised, may be adjusted by a Consumer Price Index (CPI) escalator as more fully defined in the Request for Qualifications / Proposals.

Notwithstanding the expiration or termination of this agreement, the Authority reserves the right it its sole discretion to extend this agreement on a month-to-month basis beyond

expiration or termination until a replacement contract for Information Service Provider (ISP) Services is entered into by the Authority.

3. **Contract Price.** The Authority shall pay the Vendor for the performance of the Work on a time and expense basis as per the Hourly Rate Fee Schedule set forth in the Vendor's Proposal. The total annual Contract Price shall not exceed \_\_\_\_\_ Thousand (\$\_\_\_\_,000.00) Dollars per year unless an increase is approved in writing by the Authority. The Authority may require services in addition to those agreed to in the *RFQ/P* and the Proposal. Compensation to the Vendor for additional services shall be in accordance with the *Hourly Rates Fee Schedule (reference Exhibit R – Section 4)* as set forth in Vendor's Proposal; or if not specified in Vendor's Proposal, then reasonable and customary amounts as negotiated by the Authority.

4. **Ownership and Use of Documents.** All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and / or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the Authority and shall be delivered to the Authority upon thirty (30) days notice by the Authority. Regarding software computer programs and / or source codes developed for the Authority, the work shall be considered "work for hire," that is, the Authority, not the Vendor or subcontractor, shall have full and complete ownership of all software computer programs and / or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, the Vendor or subcontractor hereby assigns to the Authority all right, title and interest in and to

any such material, and the Authority shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

In the event the Vendor's proposal identifies bringing pre-existing intellectual property into a project, the background intellectual property ("Background Intellectual Property") owned by the Vendor on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Vendor. This contract, grants to the Authority, a non-exclusive, perpetual royalty-free license to use any of the Vendor's Background IP delivered to the Authority for the purposes contemplated by the contract and any extensions thereto.

5. **Manner of Payment.** On a monthly basis, the Vendor shall submit to the Division an original invoice, a weekly timesheet for Vendor's employees and subcontractors, a completed "Monthly Status Report", original invoices for any approved costs for which the Vendor expects to be reimbursed (i.e. printing, etc.) and any other documentation, as may be required by the Authority to process payment. The Authority will make prompt payment to the Vendor, following receipt of and approval of the documentation. No project multipliers shall be used in billings submitted under this Contract, as set forth in the proposal. The Vendor must submit a "Monthly Status Report" to the Authority. Invoices will not be processed unless accompanied by the "Monthly Status Report".

6. **Indemnification.** The Vendor shall defend, indemnify, protect and hold harmless the Authority, and its officers, agents, servants and employees from and against any and all suits, claims, demands, losses or damages of any kind arising out of or claimed to arise out of any act, error, or omission on the part of the Vendor, its officers, agents, servants, employees and subcontractors in the performance of services under this Contract. The Vendor shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith. If any judgment shall be rendered against the Authority or its officers, agents, servants, and

employees for which indemnification is provided under this Section 6, the Vendor shall, at its own expense, satisfy and discharge the same.

The Vendor shall be liable to the Authority for any reasonable costs incurred by the Authority to correct, modify, or redesign any technical information, reports, findings, analyses, surveys or drawings generated or produced by Vendor or any Work performed by the Vendor or its subcontractor that is found to be defective or not in accordance with the provisions of the Contract as a result of any negligent act, error, or omission on the part of the Vendor, its officers, agents, servants, employees and subcontractors. The Vendor shall be given a reasonable opportunity to correct any deficiency.

The indemnification obligation set forth in Section 6 is not limited in any way by the insurance coverage required pursuant to Section 7 of this Contract and shall survive the terms of this contract.

7. **Insurance.** The Vendor shall procure and maintain, at its own expense, liability insurance for damages of the kinds and in the amounts hereinafter provided, from insurance companies licensed, admitted and approved to do business in the State of New Jersey. The Vendor shall obtain this coverage from A VII or better - rated companies as determined by A.M. Best Company. All liability insurance policies shall afford coverage on an occurrence rather than claims made basis with the exception of the professional liability coverage. The types and minimum amounts of insurance required are as follows:

(a) **Commercial General Liability Insurance.**

The minimum limits of liability for this insurance shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate and cover liability based on property damage, death and bodily injury.

The Commercial General Liability Insurance policy shall name the Authority and as additional insured. The coverage to be provided under this policy shall be at least as broad as

the standard, basic, unamended and unendorsed commercial general liability policy and shall include contractual liability coverage.

(b) Workers' Compensation and Employers' Liability.

Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include an endorsement to extend coverage to any State, which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall also be provided in an amount acceptable to the Authority.

(c) Professional Liability Insurance.

The Vendor shall carry Errors and Omissions and/or Professional Liability Insurance sufficient to protect the Vendor from any liability arising out of professional obligations performed pursuant to this Contract. The insurance shall be in the amount of \$1,000,000 each claim and in such policy form as shall be approved by the Authority.

ACORD Certificates of Insurance acceptable to the Authority in respect to each of the aforementioned policies shall be filed with the Authority prior to commencement of Work. These Certificates shall contain a provision that coverages afforded under the policies shall not be reduced or canceled unless at least thirty (30) days prior written notice has been given to the Authority. The Vendor shall notify the Authority within forty-eight (48) hours of any changes or cancellations to policies affecting the Authority.

8. **Termination.** The Authority shall have the right without cause and in its complete discretion to terminate the Contract at any time upon seven (7) days' advance written notice to the Vendor. In such event, absent a default on the part of the Vendor, the Vendor shall be entitled to compensation for all services properly provided to the Authority pursuant to the Contract prior to such termination.

In addition to other remedies available under law to the non-defaulting party, this Contract may be terminated by either party upon seven (7) days' advance written notice should

the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

9. **Confidential Information of the Authority.** In connection with performing the Work, the Vendor, its employees and subcontractors may receive, review and become aware of proprietary, personnel, commercial, marketing and financial information of the Authority, its employees, members, borrowers or business associates that is confidential and/or proprietary in nature (“Confidential Information”). The Vendor agrees that the use and handling of Confidential Information by the Vendor, its employees and subcontractors, shall be done in a responsible manner and solely for furtherance of the Work. Other than to its employees and subcontractors who have a need to know Confidential Information in connection with performance of the Work, the Vendor agrees not to disclose any Confidential Information, without the prior written consent of the Authority. The Vendor shall be responsible to assure that its employees and subcontractors do not disclose any Confidential Information without the prior written consent of the Authority. The Vendor shall inform each of its employees and subcontractors that receives any Confidential Information of the requirements of this Section 9 of the Contract and shall require each such employees and subcontractors to comply with such requirements.

Notwithstanding the foregoing, the term Confidential Information shall not include information which: (i) is already known to the Vendor, its employees and subcontractors from sources other than the Authority; (ii) is or becomes generally available to the public other than as a result of a disclosure by the Vendor or its employees; or (iii) is required to be disclosed by law or by regulatory or judicial process.

Pursuant to *Section 6 Indemnification* of the Contract, the Vendor shall indemnify and hold the Authority, its employees and members harmless for any breach of *Section 9* “Confidential Information of the Authority”, by the Vendor or its employees.

**10. Debarment Liability.** The Vendor acknowledges that it shall be rendered liable to debarment in the public interest, pursuant to procedures established by Executive Order No. 34 (1976), and updated by Executive Order No. 189 (1988), and pursuant to N.J.A.C. 19:30-2, for violating any of the following provisions:

- 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 Authority officer or employee or special Authority officer or employee, as defined by N.J.S.A. 52:13D-13(b) and (e), 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-13(i), of any such officer or employee, or any 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-13(g).
- b. The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any Authority officer or employee or special Authority officer or employee from any Authority Vendor shall be reported in writing forthwith by the Vendor to the Attorney General of New Jersey 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 Authority officer or employee or special Authority officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Authority, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest within the meaning of N.J.S.A. 52:13D-13(g). Any relationships subject to this subsection 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 Authority officer or employee or special

Authority 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 Authority officer or employee or special Authority officer or employee in his or her 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 Authority officer or employee or special Authority officer or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the Vendor or any other person.

11. **Time for Completion and Damages.** The time for beginning and the time for completion of the Work are essential conditions of the Contract, and the Work embraced shall be commenced on the date of the “Notice to Proceed”.

The Vendor shall proceed with the Work at such rate of progress to insure full completion as set forth in the *RFQ/P* and the Vendor’s Proposal.

For reasons within the Vendor’s control, if the Vendor shall fail to complete the Work, or shall be responsible for a delay which results in the failure to complete the Work within the time specified, or extension of time granted by the Authority, then the Vendor will pay the Authority an amount sufficient to compensate the Authority for its damages incurred as a result of such failure to complete.

12. **Contractual Liability Act.** Notwithstanding any provision in this Contract or in the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., to the contrary, the parties hereto agree that any and all claims made by the Vendor against the State of New Jersey and/or the Authority for damages, including, but not limited to costs and expenses, shall be governed by and subject to the provisions of the New Jersey Contractual Liability Act.

13. **Political Campaign Contributions.**

13.1 For the purpose of this Section 13, the following shall be defined as follows:

a) “Contribution” means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act” (P.L. 1973, c. 83 (C.10:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq., a contribution made to a legislative leadership committee, a contribution made to a municipal political party committee or a contribution made to a candidate committee or election fund of any candidate for or holder of the office of Lieutenant Governor. Currently, contributions in excess of \$300 during a reporting period are deemed “reportable” under these laws.

b) “Business Entity” - means:

i. a for-profit entity as follows:

- A. in the case of a corporation: the corporation, any officer of the corporation, and any person or business entity that owns or controls 10% or more of the stock of corporation;
- B. in the case of a general partnership: the partnership and any partner;
- C. in the case of a limited partnership: the limited partnership and any partner;
- D. in the case of a professional corporation: the professional corporation any shareholder or officer;
- E. in the case of a limited liability company: the limited liability company and any member;
- F. in the case of a limited liability partnership: the limited liability partnership and any partner;
- G. in the case of a sole proprietorship: the proprietor; and
- H. in the case of any other form of entity organized under the laws of this State or other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;

ii. any subsidiary directly or indirectly controlled by the business entity;

iii. any political organization organized under section 527 of the Internal Revenue Code is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and

iv. with respect to an individual who is included within the definition of business entity the individual’s spouse or civil union partner, and any child residing with the

individual, provided, however, that, this Order shall not apply to a contribution made by such spouse, civil union partner, or child to a candidate for whom the contributor is entitled to vote or to a political party committee within whose jurisdiction the contributor resides unless such contribution is in violation of section 9 of P.L. 2005, c. 51 (C.19:44A-20.1 et seq.) ("Chapter 51").

c) "PL 2005, c.51" – means Public Law 2005, chapter 51 (C. 19:44A-20.13 through C. 19:44A-20.25, inclusive) as expanded by Executive Order 117 (Gov. Corzine, September 24, 2008).

13.2 The terms, restrictions, requirements and prohibitions set forth in P.L. 2005, c. 51 are incorporated into this Agreement by reference as material terms of this Agreement with the same force and effect as if P.L. 2005, c. 51 were stated herein its entirety. Compliance with P.L. 2005, c. 51 by Vendor shall be a material term of this Agreement.

13.3 Vendor hereby certifies to the Authority that commencing on and after October 15, 2004, Vendor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, that would bar a contract agreement between Vendor and the Authority pursuant to P.L. 2005, c. 51. Vendor hereby further certifies to the Authority that any and all certifications and disclosures delivered to the Authority by Vendor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) are accurate, complete and reliable. The certifications made herein are intended to and shall be a material term of this Agreement and if the Treasurer of the State of New Jersey determines that any Contribution has been made in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

13.4 Vendor hereby covenants that Vendor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) shall not knowingly solicit or make any contributions of money, or pledge of a contribution, including in-kind contributions, to a candidate committee or election fund of any candidate or holder of the public

office of Governor of New Jersey or to any New Jersey state or county political party committee prior to the expiration or earlier termination of this Agreement. The provisions of this Paragraph 13.4 are intended to and shall be a material term of this Agreement and if the Treasurer of the State of New Jersey determines that any Contribution has been made by Vendor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

13.5 In addition to any other Event of Default specified in the Contract Documents, the Authority shall have the right to declare an event of default under this Agreement if: (i) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits a Contribution in violation of P.L. 2005, c. 51, (ii) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) knowingly conceals or misrepresents a Contribution given or received; (iii) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits any Contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) engages or employs a lobbyist or Firm with the intent or understanding that such lobbyist or Firm would make or solicit any Contribution, which if made or solicited by Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) directly would violate the restrictions of P.L. 2005, c. 51; (vi) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) funds Contributions made by third

parties, including Firms, attorneys, family members, and employees; (vii) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) engages in any exchange of Contributions to circumvent the intent of P.L. 2005, c. 51; (viii) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) directly or indirectly through or by any other person or means, does any act which would violate the restrictions of P.L. 2005, c. 51; or (ix) any material misrepresentation exists in any Political Campaign Contribution Certification and Disclosure which was delivered by Vendor to the Authority in connection with this Agreement.

**13.6** Vendor hereby acknowledges and agrees that pursuant to P.L. 2005, c. 51, Vendor shall have a continuing obligation to report to the Office of the State Treasurer, Political Campaign Contribution Review Unit of any Contributions it makes during the term of this Agreement. If after the effective date of this Agreement and before the entire Contract Price is paid by the Authority, any Contribution is made by Vendor and the Treasurer of the State of New Jersey determines such Contribution to be a conflict of interest in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

**14. General Conditions.**

A. The Work shall be performed in a professional manner, in accordance with the standards generally expected or required within the profession and the Work shall also be performed in accordance with all applicable state, federal and local laws, rules, regulations and ordinances.

B. The Vendor shall provide such reports, certificates, and documents as the Authority may reasonably require.

C. The Vendor shall provide to the Authority, at Vendor's expense, copies of all drawings, plans, cost estimates, design analyses, reports, and/or other documents required for the Project.

D. If the Authority or Vendor observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with any of the Contract Documents, prompt written notice thereof shall be given by the party discovering the defect to the other.

E. The Authority shall furnish all information available to the Authority, and reasonably required for the performance of the Work and shall render approvals and decisions as expeditiously as possible for the orderly progress of the Vendor's services and of the Work.

F. The Vendor shall comply with the affirmative action requirements set forth in the Law Against Discrimination, N.J.S.A. 10:5-31 et seq., and the regulations promulgated thereunder by the State Department of Treasury.

G. The Vendor is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., which are expressly included within the terms of this Contract, reference "*Exhibit A*" annexed hereto and made a part hereof.

H. In accordance with Public Law 2004, Chapter 57, a subcontractor shall provide a copy of its business registration to any Vendor who shall forward it to the NJEDA. No contract with a subFirm shall be entered into by any Vendor unless the subFirm first provides proof of valid business registrations. The Vendor shall provide written notice to all subFirms that they are required to submit a copy of their business registration to the Vendor. The Vendor shall maintain a list of the names of any subFirms and their current addresses, updated as necessary during the course of the contract performance. The Vendor shall submit to the NJEDA a copy of the list of subFirms, updated as necessary during the course of performance of the contract. The Vendor shall submit a complete and accurate list of the subFirms to the NJEDA before a request for final payment is made to the NJEDA. The Vendor and any subFirm providing goods or performing services under this 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, refer to “*Exhibit B*”.

I. In accordance with the requirements of N.J.S.A. 52:32-17 et seq., N.J.A.C. 12A:10-1.2 et seq., N.J.A.C. 12A:10A-1.2 et seq., N.J.A.C. 17:13-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., as amended, the Authority is required to develop a set-aside plan for Small Businesses. The Vendor agrees that, if awarded a contract based on this plan, it shall comply with all requirements of these provisions. If the Vendor fails to comply with the requirements of these provisions, the Authority may declare this Contract void.

J. Pursuant to N.J.S.A. 52:34-13.2, all Work and all subcontractor services performed in connection with or as part of the Work shall be performed within the United States.

K. The Vendor shall not disclose to any third party the contents of the information, reports, findings, analysis, surveys, drawings and creative elements generated or produced in performance of this Contract, or provide copies of same, without the prior written consent of the Authority, except where such information, reports, etc. are legally required by order of court or administrative agency, state or federal.

L. The Authority and the Vendor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party of this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither the Authority nor the Vendor shall assign, sublet, or transfer any interest in this Contract without the prior written consent of the other party.

M. Any notices required to be given under this Contract shall be mailed to:

New Jersey Economic Development Authority  
P.O. Box 990  
Trenton, New Jersey 08625-0990  
Attn: Thomas Murphy – Chief Information Officer

N. To the extent that there is any conflict between the terms and conditions of the Vendor's Proposal and the terms and conditions of the Contract and the Authority's *RFQ/P*, the Contract and *RFQ/P* shall control.

O. This Contract shall be construed under the laws of the State of New Jersey.

P. The headings of the various paragraphs of this Contract are inserted for the convenience of reference only, and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof, and shall not affect the interpretation of this Contract or any of the provisions hereof.

Q. This Contract shall be construed without any presumptions against the drafter and shall be considered as though it were drafted cooperatively by both parties.

R. In the event that any portion of this Contract is found to be contrary to law and unenforceable; the validity of remaining covenants, agreements, terms and provisions contained in this Contract, shall be in no way affected, prejudiced or disturbed thereby.

S. This Contract constitutes the entire agreement between the parties. Any changes or amendments to the Contract must be in writing and signed by the Vendor and an authorized representative of the Authority.

T. The parties hereto represent that they have the proper authority to sign on behalf of the entities entering this Contract and they fully intend for the Authority and Vendor to be legally bound.

This Contract for Professional Services – Internet Service Provider (ISP) Services is entered into as of the day and year first written above.

ATTEST:

NEW JERSEY ECONOMIC  
DEVELOPMENT AUTHORITY

\_\_\_\_\_  
Thomas Murphy  
Chief Information Officer

By:

\_\_\_\_\_  
Caren S. Franzini  
Chief Executive Officer

ATTEST:

VENDOR NAME

\_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
Name  
Title

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

#### **N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 et seq.**

#### **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**.

**EXHIBIT A** (Continued)

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

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.**

## **EXHIBIT B**

### **Business Registration Notice**

All New Jersey and out of State business organizations must obtain a *Business Registration Certificate (BRC)* from the Department of the Treasury, Division of Revenue, prior to conducting business with the New Jersey Economic Development Authority (“NJEDA”). Proof of valid *Business Registration* must be submitted by the Proposer with its bid proposal. Failure to submit such valid *Business Registration* with a bid will render the bid materially non-responsive. The *Business Registration* form (Form NJ-REG) can be found online at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>.

### **Definitions**

“Affiliate” means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than fifty (50%) percent of the ownership in that entity.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.

“Business registration” means a *Business Registration Certificate* issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury.

“Contracting agency” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit.

“Contractor” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with the New Jersey Economic Development Authority.

“Subcontractor” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

**EXHIBIT B (Continued)**

**Requirements Regarding Business Registration Form**

A contractor shall submit a copy of its *Business Registration* at the time of submission of its bid proposal in response to an *RFQ/P*.

A subcontractor shall provide a copy of its *Business Registration* to any contractor who shall forward it to the Authority. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid *Business Registration*.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their *Business Registration Certificate* to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the New Jersey Economic Development Authority a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the Authority before a request for final payment is made to the New Jersey Economic Development Authority.

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.