

3.0 SCOPE OF WORK

A TRS is essentially a group of operators (known as communications assistants or CAs) serving as translators between the hearing and speech-impaired community and the general public. These operators have been specially trained to serve the hearing/speech-impaired community and are equipped with both a telephone and a Text Telephone (TTY) or computer. The TTY is used to communicate with persons having hearing/speech impairment who also have a TTY, while the telephone is the communication link to the community at large. Communications between two people who have TTYS generally take place directly and do not require a relay.

Two other distinguishing features of most TRS are as follows: first, all access to the relay center to initiate calls (via TTY or telephone) is via a 711 access code or via toll-free 800 lines. A TTY for the purpose of this RFP may be a standard TTY, a higher speed capable TTY employing Turbo code or other higher speed technology, a computer, or in the case of CapTel service, a CapTel telephone; and second, billing is done as if the call were placed directly from the point of origination to the point of termination i.e. as if no TRS were involved.

Captioned Telephone (or CapTel for short) is telephone technology that allows people to receive word-for-word captions of their telephone conversations. The CapTel phone looks and functions like a traditional phone, with callers talking and listening to each other, but with a difference: Captions are provided live for every phone call. The captions are displayed on the phone's built-in screen so the user can read the words while listening to the voice of the other party. If the CapTel phone user has difficulty hearing what the caller says, he can read the captions for clarification.

Contractor shall be certified by the Federal Communications Commission (FCC) and shall comply with FCC Regulations for the Provision of TRS, .47 C.F.R. § 64.601 *et seq.*, available at <http://www.fcc.gov/cgb/dro/4regs.html>.

3.1 SYSTEM SPECIFICATION

These specifications are for a TRS or any other system used to facilitate communications between the hearing and speech-impaired community of New Jersey and the non-impaired community. Alternative technologies must, at minimum, match equivalent TRS standards.

3.1.1 DESIGN OF TRS

The contractor shall design its TRS to provide the means whereby a hearing and/or speech-impaired person utilizing a TTY, suitably configured computer, or other instruments, can communicate over the existing telecommunications network with a hearing person through the voice assistance of an operator who provides translations.

The TRS shall design its TRS to accept calls originating within New Jersey and shall terminate calls to any point within New Jersey that can be dialed directly by a TRS operator at the request of the originating caller. Specifically, the TRS operator shall, at a minimum, perform the following:

1. Accept a call from a TTY equipped caller, place a call to a hearing and voice capable caller and translate the voice messages to TTY messages and TTY messages to voice messages in order to complete the communications link.
2. Accept a call from a hearing and voice capable caller, place a call to a TTY equipped caller and translate the voice messages to TTY messages and TTY messages to voice messages in order to complete the communications link.

3. At the request of the individuals in either 1) or 2) above, allow voice carry-over or hearing carry-over through the telecommunications system in one direction and translate only in the other direction.

4. Allow two-line voice or hearing carry-over where the customer has the two lines necessary to provide this service.

3.1.2 TYPE OF CALLS TO BE PROVIDED

The intrastate portion of the TRS requested should provide for intrastate local and inter-exchange, sent paid, third-party, calling card and collect calls.

Contractor shall handle and recover interstate costs separately. In addition:

- 1) All calls to access the TRS shall be toll-free. The actual call must be charged at the same rates as a directly dialed call (including any applicable discounts approved by the Board).
- 2) The TRS shall be designed to permit users to select the inter-exchange or local exchange carrier of their choice in accordance with State and federal law.
- 3) Contractor should also describe their method for explaining to the caller and routing of the call when the originally selected carrier has not made arrangements for relay calls to be carried by or billed to them.
- 4) CAs are prohibited from refusing single or sequential calls or limiting the length of calls utilizing relay services (this is consistent with the obligations of telecommunications carrier operators),
- 5) TRS shall be capable of handling any type of call normally provided by telecommunications carriers unless the Commission determines that it is not technologically feasible to do so. Contractor has the burden of proving the infeasibility of handling any type of call.
- 6) Contractor is permitted to decline to complete a call because credit authorization is denied.
- 7) TRS shall be capable of handling pay-per-call calls.
- 8) Contractor is required to provide the following types of TRS calls:
 - (1) Text-to-voice and voice-to-text;
 - (2) VCO, two-line VCO, VCO-to-TTY, and VCO-to-VCO;
 - (3) HCO, two-line HCO, HCO-to-TTY, HCO-to-HCO,
 - (4) speech-to-speech.
- 9) Contractor shall provide the following features:
 - (1) Call release functionality;
 - (2) Speed dialing functionality;
 - (3) Three-way calling functionality.
- 10) Voice mail and interactive menus. CAs must alert the TRS user to the presence of a recorded message and interactive menu through a hot key on the CA's terminal. The hot key will send text from the CA to the consumer's TTY indicating that a recording or interactive menu has been encountered. Contractor shall electronically capture recorded messages and retain them for the length of the call. Contractor may not impose any charges for additional calls, which must be made by the relay user in order to complete calls involving recorded or interactive messages.
- 11) Contractor shall provide, as TRS features, answering machine and voice mail retrieval.
- 12) Handling of emergency calls. Contractor must use a system for incoming emergency calls that, at a minimum, automatically and immediately transfers the caller to an appropriate Public Safety Answering Point (PSAP). An appropriate PSAP is either a PSAP that the caller would have reached if he had dialed 911 directly, or a PSAP that is capable of enabling the dispatch of emergency services to the caller in an expeditious manner.

- 13) STS called numbers. Contractor shall offer STS users the option to maintain at the relay center a list of names and telephone numbers which the STS user calls. When the STS user requests one of these names, the CA must repeat the name and state the telephone number to the STS user. This information must be transferred to any new STS provider.
- 14) The contractor shall provide conference calling with real time captioning to enable text users to participate in conference calling. The real time captioning shall be accomplished via a court reporter or similarly qualified persons. The conversation, typed as real time captions, shall be able to be transmitted and displayed on a PC. Relay users must request this type of conference calling at a minimum of 2 days in advance in order to obtain the services of a real time captioner.

3.1.3 TECHNICAL STANDARDS.

- 1) ASCII and Baudot. TRS shall be capable of communicating with ASCII and Baudot format, at any speed generally in use.
- 2) Speed of answer - TRS providers shall ensure adequate TRS facility staffing to provide callers with efficient access under projected calling volumes, so that the probability of a busy response due to CA unavailability shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.

3.1.4 SYSTEM STANDARDS

The contractor should provide a proposal for a stand-alone statewide TRS located in New Jersey and operated by the contractor. The State will accept a proposal for a stand-alone statewide TRS located out-of New Jersey and operated by the contractor.

The contractor shall meet the following system service standards:

- 1) The TRS shall provide relay service for all New Jersey exchanges 24 hours a day, 7 days a week, 365 or 366 days per year (24x7x365).
- 2) The TRS shall be designed to current FCC TRS rules standards, P01 Grade of Service, to handle a minimum of 100,000 intra-LATA calls per month scalable to 150,000 intra-LATA calls per month to include both traditional TRS and CapTel.
- 3) TRS facilities shall, except during network failure, answer 85% of all calls within 10 seconds by any method which results in the caller's call immediately being placed, and not put in a queue or on hold. The ten seconds begins at the time the call is delivered at the TRS facility's network. A TRS facility shall ensure that adequate network facilities shall be used in conjunction with TRS so that under projected calling volume the probability of a busy response due to loop trunk congestion shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.
- 4) The TRS shall be able to receive and transmit TTY signals, (e.g. Baudot or ASCII codes) according to the preference of the originator or recipient of a TTY call. The TRS equipment shall be designed with capabilities to automatically identify incoming TTY signal transmissions at speeds ranging from 44.5 to 2400 baud and to adjust transmissions from the TRS to the code employed by the incoming or receiving TTY signal. In addition, the contractor shall handle computer transmissions at a speed greater than 2400 baud if requested by a TRS user. These criteria are not meant to limit the submission of a new or innovative technology using a different coding scheme.
- 5) The contractor shall be considered a call delivered when the TRS facility's equipment accepts the call from the local exchange carrier (LEC) and the public switched network actually delivers the call to the TRS facility.

- 6) The contractor shall include Abandoned Calls in the speed-of-answer calculation. The contractor's compliance with this rule shall be measured on a daily basis and reported monthly.
- 7) The contractor shall obtain from the LEC the call attempt rates and the rates of calls blocked between the LEC and the TRS facility to relay administrators and TRS providers upon request.
- 8) The TRS shall create for each relay assisted call an Extended Message Record (EMR) as described in Telcordia/Bellcore Practice BR010-200-010, a CRIS Exchange Message Record or an Extended Message Interface (EMI) record as described in Telcordia/Bellcore Publication SRISD 000320. The record shall contain, at a minimum, the following information:
 - a) Telephone number or credit card number to be billed – NPA – Prefix Line Number.
 - b) Terminating Telephone Number – NPA – Prefix-Line Number.
 - c) Originating Telephone Number – NPA – Prefix-Line Number.
 - d) Date
 - e) Start Time
 - f) End Time
 - g) Call Type
 - h) Preferred Inter-exchange Carrier (PIC) for billing purposes for intraLATA and interLATA calls.
- 9) The contractor shall forward the EMR/EMI for each call to the intrastate telecommunications provider designated by the caller (i.e. LEC, IXC, etc.) or the location designated by such LEC, IXC, etc., within fourteen (14) days of the date such service was supplied.
- 10) Call minutes for purposes of this RFP refers to the length of time from when the call is first answered by a live operator to begin entering call information until the conversation is finished or the call attempt abandoned. It shall not include time taken for any recorded announcement prior to live operator intervention unless that recorded announcement is part of an automatic call set up (in which case that fact should be specifically stated).
- 11) There shall be no time limit on the duration of connections or number of calls made through the relay system, except where necessary to provide emergency service.
- 12) To insure equipment reliability and service integrity, the TRS should include redundancy of the processor controlling the switching equipment, spare TTYs or computers (depending on what equipment the operators use), and battery power backup and a backup generator.
- 13) The contractor shall not be held responsible for a delay or failure in performance caused by fires, strikes, embargoes, requirements imposed by government regulation, civil or military authorities, acts of terrorism, acts of God or other similar causes beyond such contractors' control. However, delay or failure to perform shall not be excused by a default of any of its subcontractors or suppliers unless such default arises out of causes beyond the control of both the contractor and its subcontractor or supplier and without the fault or negligence of either of them, and unless the services to be furnished by such subcontractor or supplier are not obtainable from other sources.
- 14) Voice carry-over (VCO) and hearing carry-over (HCO) technology shall be standard features available to the user on request. This shall include two-line VCO or HCO where the customer has the two lines needed for this service.
- 15) Speech-to-speech (STS) relay shall be available to the user on request.
- 16) The contractor shall comply with all current FCC standards regarding rates, jurisdictional costs and complaints.
- 17) The contractor shall make the TRS compatible with the three number digit access code 711, as well as through traditional 800-type numbers.

- 18) The contractor shall prevent video screens containing call information from being visible to visitors or other persons not authorized to see the information.
- 19) The contractor shall submit a summary of consumer complaints that allege any violations of federal minimum standards to the FCC and to the Board on July 1 of each year,
- 20) The contractor shall adopt changes in technology which become available during the contract period and which the Board deems appropriate for implementation.
- 21) The contractor shall provide for community outreach and publicity for the relay system.
- 22) Contractor shall provide for a quarterly Advisory Board meeting, and any marketing subcommittee meetings, two translators and one computer assisted translation (CART) operator to assist the hearing or speech-impaired on the committee. Contractor's bid shall assume that the contractor will provide these as part of the package without any additional reimbursement.
- 23) Contractor shall include automatic error correction software in its TRS operating system.
- 24) Contractor shall provide access to regionally restricted access numbers when the caller would normally be restricted from the toll free/800 number by their location.
- 25) Contractor shall handle toll free/800, 900, and 976 calls.
- 26) Each contractor shall handle call waiting services when either the calling or called party has an indication of call waiting.
- 27) The contractor shall allow frequent callers to reduce access time by pre-filing their call handling preference and/or equipment configuration.
- 28) Contractor shall handle caller ID.
- 29) Contractor shall handle English TTY/Voice and Voice/TTY Spanish-to-Spanish calls in accordance with 47 C.F.R. §64.603.
- 30) Contractor shall handle voice messages and message retrieval involving voice mail or answering machines.
- 31) Contractor shall handle video relay.
- 32) Contractor shall handle Internet Protocol Relay where a customer contacts the relay center via the Internet.

3.1.5 TRS OPERATOR STANDARDS

- 1) Each TRS operator shall be trained to be familiar with the special communications needs of persons who are hearing and speech-impaired. An inexperienced system provider will need to show how it will obtain such training, or guidance, from organizations with prior experience in the provision of services to the hearing and speech-impaired community.
- 2) TRS operators shall comply with the FCC requirements regarding the Relay System Code of Ethics attached (Appendix A) and keep all communicated information strictly confidential.
- 3) TRS operators shall not reveal information about any call, including the fact that the call occurred. The contractor shall take all necessary steps to ensure that there is no breach of this obligation.
- 4) TRS operators shall relay the full content and context of the communications. TRS operator may request a supervisor (See item 9 below) if appropriate.
- 5) TRS operator shall not counsel, advise or interject personal opinions or additional information into any communications they translate.
- 6) TRS operators shall be available to accept calls in English and the written syntax (speech idioms) of American Sign Language (ASL). Other languages may be used on request if an operator fluent in that language is available. Each prospective contractor shall include a description of its methods to handle requests for languages other than English, including Spanish, as required by 47 C.F.R. 64.603.). Where methods would change by time of day, each segment should be described.

- 7) Operators must be able to demonstrate a minimum typing speed of 60 words per minute.
- 8) If requested by the originating caller, TRS operators shall continue to attempt to complete a call when receiving busy signals.
- 9) Paper and/or electronic storage of communications conducted over the TRS will not be permitted in order to safeguard confidentiality.
- 10) No TRS operator shall disconnect a call against the wishes of the originating and terminating parties but shall have a supervisor take over the call if necessary (e.g., in cases of obscenity directed at the operator personally). The contractor must present its plan for handling such cases.
- 11) A separate TTY number is to be provided so that TRS users can alert the relay center staff to any service problems with the TRS. Such problems should be promptly addressed.
- 12) A TRS operator will transfer any emergency calls to the appropriate Public Safety Answering Point (PSAP). In addition, the operator must pass along the caller's telephone number to the PSAP when a caller disconnects before being connected to emergency services.
- 13) The contractor shall comply with the FCC requirements regarding the Relay System Pledge of Confidentiality (Appendix B).
- 14) Operators answering and placing a TTY-based or video-based TRS call must stay with the call for a minimum of ten minutes. CAs answering and placing STS call must stay with the call for a minimum of fifteen minutes.
- 15) Contractor must make best efforts to accommodate a TRS user's requested CA gender when a call is initiated and, if a transfer occurs, at the time the call is transferred to another CA.
- 16) Contractor shall offer STS users the option of storing at the relay center a list of names and telephone numbers which the STS user calls. When the STS user requests one of these names, the CA shall repeat the name and state the telephone number to the STS user. This information shall be transferred to any new STS provider.
- 17) Contractor shall provide methods and procedures, training guidelines and confidentiality codes to enforce the operator standards outlined above.

3.1.6 CONTRACTOR REPORTING REQUIREMENTS

The contractor shall be responsible for preparing reports each month and providing them to the State Contract Manager. Additional copies shall be provided to FCC, Board Staff and TRS Advisory Board, as requested. All monthly reports shall be made available at the end of the reporting period.

The contractor shall produce the following standard monthly reports:

- 1) The contractor shall provide a monthly operational report. This monthly report shall include, at a minimum:
 - a) Blockage rates (number of calls reaching a busy signal when calling the TRS);
 - b) Average number of calls waiting for system or operator answer (each must be provided separately);
 - c) Average length of time waiting for system or operator answer (each must be provided separately);
 - d) Traffic patterns
- 2) The contractor shall provide a monthly call origination report. This monthly report shall provide the area codes and LATAs from which the calls originate.

- 3) The contractor shall provide a monthly caller report. This reports shall provide the percentage (%) of calls originated by TTY users versus hearing and voice capable customers. at a minimum:
 - a) Total average daily speed of answer;
 - b) Number of calls and minutes of use on a monthly basis;
 - c) Average call duration.

The contractor shall produce the following reports upon request:

- 4) The contractor shall provide an expense report. This report shall provide, at a minimum, the accounting and financial records detailing expenses incurred in operating the TRS as a stand-alone entity. The contractor must follow accounting procedure in accordance with generally accepted accounting principles.
- 5) The contractor shall be responsible for maintaining consumer complaint logs.
 - a) Consumer complaint log shall include all complaints about TRS in the State, whether filed with the TRS provider or the State. Contractor shall retain the log until the next application for FCC certification is granted. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution.
 - b) Contractor shall submit to the Board and the FCC a summary log indicating the number of complaints received for the 12-month period ending May 31 by July 1 of each year.
- 6) The contractor shall provide call detail reports obtained from the LEC. This report shall include, at a minimum, call attempt rates and the rates of calls blocked. The blocking report shall include calls between the LEC and the TRS facility to relay administrators and TRS providers.
- 7) The contractor shall provide a written summary of each outreach event.

See Appendix C for a list and samples of monthly reports.

3.2 GENERAL REQUIREMENTS

3.2.1 PHYSICAL FACILITIES

The contractor shall provide the following either directly or through a subcontractor:

- 1) Building and real estate, whether owned or leased, and any necessary permits, rights of way, clearances, etc., necessary to operate the system.
- 2) All telecommunications lines, trunks, cables, for exchange and/or inter-exchange carriers needed for system operation.
- 3) All telecommunications premises equipment needed to operate the system.
- 4) All supplies, furniture or other miscellaneous items required to operate the system.
- 5) All personnel and suitable arrangements for training personnel both prior to initial system operation and on an ongoing basis. Personnel necessary to perform customer assistance functions regarding the system are to be included.

3.2.2 TRS SYSTEM DESIGN

The contractor's service shall provide a scalable system design that will adjust to the unique needs of the TRS system. The TRS system design should provide, at a minimum:

- 1) Most effective network configuration
- 2) Most effective work group size based on call volumes;
- 3) Most cost effective equipment configuration;
- 4) Most effective design to handle emergency calls, such as 911, police, fire, and crisis intervention.

3.2.3 ADMINISTRATIVE FILING WITH THE BOARD

The contractor submitting the RFP response identified by the Evaluation Committee as the most appropriate will be notified upon approval by the Board, in accordance with Division procedures. The chosen provider must submit a filing with the Board in accordance with the terms and conditions of this RFP. The Board will then act on the filing before implementation of the system. The filing shall include the following:

- 1) a description of the service territory;
- 2) a statement indicating that rates for the relay system user will be equivalent to the rates of non-relay system users;
- 3) the service standards, terms and conditions, which the State reserves the right to negotiate.

The contractor may be subject to operational and financial audits, if so ordered by the Board.

3.2.4 ADVISORY BOARD

A TRS Advisory Board has been established and convenes periodically for the purpose of reviewing the performance of the system in New Jersey, serving as a liaison between the community, the provider, and the State, and making recommendations to the Board as required. The selected provider will become a non-voting member of this Board and will be expected to cooperate with it.

3.2.5 DATE SERVICE IS REQUIRED

The preferred start date for any system is February 1, 2010. The prospective contractors' proposals shall indicate best possible date for implementation.

3.2.6 OUTREACH

Contractor shall be required to establish an outreach function with the following responsibilities: public relations activities, compiling information, and the conducting of research related to specific needs of the hearing and speech-impaired populations. Outreach should be assigned as the major job function of at least one member of the contractor's proposed operations. Outreach personnel should possess the ability to communicate effectively with the community served by this service and their background should include public relations experience.

The outreach function should include at a minimum: two (2) community presentations per month and mass media advertising whether via public service or paid newspaper, radio, or TV advertisements. The contractor shall provide a written summary of each outreach event to the State Contract Manager.

The contractor shall budget a total of \$500,000 annual advertising budget in their costs for both traditional TRS and CapTel service.

3.3.3 OPTIONAL METHODS

This RFP is for traditional TRS and CapTel Service. Methods or technologies other than traditional TRS and CapTel Service shall be reviewed by the State, but they will not be used in evaluating the RFP. All methods or technologies shall adhere to the same level and standards of service described in this RFP. Optional methods may include such features as voice recognition and voice synthesis.

See Schedules D and E to provide pricing and services description.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

The forms discussed herein and required for submission of a bid proposal in response to this RFP are available on the web at <http://www.state.nj.us/treasury/purchase/bid/summary/10X20941.shtml> unless noted otherwise.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page accompanying this RFP. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 BID SUBMITTAL INSTRUCTION - EBID VS NON EBID

4.3.1 EBID SUBMISSION OF BID PROPOSAL

If submitting an eBid, hard copy submittal is not required. Instructions to enroll and submit eBids are located at <http://ebid.nj.gov>.

If both eBid and a hard copy of the bidder's proposal are submitted, the eBid proposal will prevail in the event of a discrepancy between the electronic and paper versions.

4.3.2 NON EBID SUBMITTAL & NUMBER OF BID PROPOSAL COPIES

The non eBid bidder must submit the following bid proposal copies:

- **One (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal.
- **Ten (10) complete and exact copies**, clearly marked "COPY".
- **One (1) unbound, complete and exact copy** of the original clearly marked "COPY".
- **Three (3) complete and exact ELECTRONIC copies** of the original proposal in PDF file format on disc (CD or DVD) to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software.
- **One (1) complete and exact ELECTRONIC copy** of the original proposal in an editable and "writable" PDF file format on disc (CD or DVD) for redaction.

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

4.4 BID PROPOSAL CONTENT

The bid proposal should be submitted in two volumes with the content of each volume as indicated below.

Volume 1

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

Volume 2

- Section 4 – Price Schedule (Section 4.4.5)

4.4.1 FORMS/PROOF OF REGISTRATION REQUIRED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete, including signature of an authorized representative of the bidder, and submit the Signatory Page accompanying this RFP. If the bidder is a limited partnership, the Signatory Page must be signed by a general partner. If the bidder is a joint venture, the Signatory Page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form for this purpose.

4.4.1.4 SUBCONTRACTOR SET-ASIDE FORMS

All bidders shall complete the Notice of Intent to Subcontract Form to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a small business subcontracting set-aside contract, then the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in the Subcontractor Set-Aside Forms. Further, if the bidder intends to utilize a subcontractor, then the Subcontractor Utilization Form must be completed and submitted with the bid proposal. Bidders seeking eligible small businesses should contact the New Jersey Division of Small, Minority and Women Business Development at (609) 292-2146.

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

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

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

4.4.1.5 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate. Further information is provided in Section 1.1 of the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP.

4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract.

4.4.2.2 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. Refer to RFP Section 7.1.2 for further explanatory information concerning this requirement.

4.4.3 TECHNICAL PROPOSAL

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

The bidder shall provide its compliance to the following sections, at a minimum:

Section 3.0 Scope of Work - Bidder shall provide its response to this section and shall indicate it is certified by the Federal Communications Commission (FCC) and shall submit a plan to comply with FCC Regulations for the Provision of TRS , - 47 C.F.R. § 64.601et seq., available at <http://www.fcc.gov/cgb/dro/4regs.html>.

Section 3.1 System Specifications (3.1.1 – 3.1.6) Bidder shall provide its response to these sections and shall indicate it complies with all of the items and requirements in these Sections.

Section 3.1.2 Type of Calls to Be Provided - Bidder shall submit specific plans for both short-term and long-term handling of calls from coin telephones per FCC requirements in this area. In addition the bidder shall provide a detailed explanation of how they plan to handle interstate calls and recover interstate costs separately.

Bidder shall describe its plan to provide conference calling with real time captioning to enable text users to participate in conference calling.

Section 3.1.3 Technical Standards - Bidder shall submit its plans to comply with the following standards:

- a) ASCII and Baudot. TRS shall be capable of communicating with ASCII and Baudot format, at any speed generally in use.
- b) Speed of Answer - TRS providers shall ensure adequate TRS facility staffing to provide callers with efficient access under projected calling volumes, so that the probability of a busy response due to CA unavailability shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.

Section 3.1.4 System Standards - Bidder shall describe how it will handle computer transmissions at a speed greater than 2400 baud if requested by a TRS user. These criteria are not meant to limit the submission of a new or innovative technology using a different coding scheme.

Bidder shall describe how it will organize its call center to prevent video screens containing call information from being visible to visitors or other persons not authorized to see the information.

Bidder shall submit to the FCC and the Board on July 1 of each year, a summary of consumer complaints that allege any violations of federal minimum standards.

Bidder shall describe its plan to implement new technology in support of its traditional TRS and CapTel service during the contract period. The bidder's plan shall confirm its requirement for written permission from the State to implement the new technology prior to implementation.

Bidder shall confirm its requirement to provide for a quarterly Advisory Board meeting, and any marketing subcommittee meetings, two translators and one computer assisted translation (CART) operator to assist the hearing or speech-impaired on the committee.

Bidder shall provide its plan to:

- a. Include automatic error correction software in the TRS operating system
- b. Provide access to regionally restricted access numbers when the caller would normally be restricted from the toll free/800 number by their location.
- c. Provide for the handling of toll free/800, 900, and 976 calls.
- d. Provide for the handling of call waiting services when either the calling or called party has an indication of call waiting.
- e. Provide for the handling of caller ID
- f. Permit frequent callers to reduce access time by pre-filing their call handling preference and/or equipment configuration.
- g. Provide for the handling of English TTY/Voice and Voice/TTY calls and Spanish-to-Spanish calls in accordance with 47 C.F.R. §64.603.
- h. Provide for the handling of voice messages and message retrieval involving voice mail or answering machines.
- i. Provide for the handling of video relay.

- j. Provide for the handling of Internet Protocol Relay where a customer contacts the relay center via the Internet.

Section 3.1.5 TRS Operator Standards - The bidder shall provide its methods and procedures, training guidelines and confidentiality codes to be used to enforce the operator standards in this section. The bidder shall confirm that its confidentiality policy shall prohibit the TRS operators from revealing any of the following information:

- c) Names, genders, or age of the parties to any previous relay service call
- d) Originating or terminating points of the call
- e) Specifics of the information conveyed in the call.

Bidder shall provide its plan to:

- a. Comply with the FCC requirements to regarding the Relay System Code of Ethics attached ([Appendix A](#)). Bidder will describe its plan to obtain and retain these records.
- b. Comply with the FCC requirement that its operators adhere to Relay System Pledge of Confidentiality ([Appendix B](#)). Bidder will describe its plan to obtain and retain these records.
- c. Comply with the requirement that its operators answering and placing a TTY-based or video-based TRS call by staying with the call for a minimum of ten minutes and its CAs answering and placing an STS call by staying with the call for a minimum of fifteen minutes.
- d. Comply with the requirement that its operators make a best effort to accommodate a TRS user's requested CA gender when a call is initiated and, if a transfer occurs, at the time the call is transferred to another CA.
- e. Offer STS users the option of storing a list of names and telephone numbers which the STS user calls at the relay center. The bidder shall confirm that when the STS user requests one of these names, the CA shall repeat the name and state the telephone number to the STS user. Also, that this information shall be transferred to any new STS provider.

Section 3.1.6 Contractor Reporting Requirements - The bidder shall be responsible for providing monthly reports to the State Contract Manager. Additional copies shall be provided to FCC, Board Staff and TRS Advisory Board, as requested. All monthly reports shall be made available at the end of the reporting period.

Bidder shall provide its plan to comply with the requirement to provide the following standard monthly reports:

- a. Monthly operational report - This monthly report shall include, at a minimum:
 - i) Blockage rates (number of calls reaching a busy signal when calling the TRS);
 - ii) Average number of calls waiting for system or operator answer (each must be provided separately);
 - iii) Average length of time waiting for system or operator answer (each must be provided separately);
 - iv) Traffic patterns
- b. Monthly call origination report - This monthly report shall provide the area codes and LATAs from which the calls originate.
- c. Monthly caller report. This reports shall provide the percentage (%) of calls originated by TTY users versus hearing and voice capable customers. at a minimum:
 - v) Total average daily speed of answer;
 - vi) Number of calls and minutes of use on a monthly basis;
 - vii) Average call duration.

Bidder shall provide its plan to provide the following reports upon request:

- a. Expense report - This report shall provide for the accounting and financial records detailing expenses incurred in operating the TRS as a stand-alone entity. The bidder shall follow accounting procedure in accordance with generally accepted accounting principles.

- b. Consumer complaint logs – Bidder shall maintain a consumer complaint log which shall include all complaints about TRS in the State, whether filed with the TRS provider or the State. Bidder shall retain the log until the next application for FCC certification is granted. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution.
Bidder shall submit to the State Contract Manager, NJBPU and the FCC, a summary log indicating the number of complaints received for the 12-month period ending May 31 by July 1 of each year.
- c. LEC Reports - The bidder shall obtain from the LEC the call attempt rates and the rates of calls blocked. The blocking report shall include calls between the LEC and the TRS facility to relay administrators and TRS providers.

Section 3.2 General Requirements (3.2.1 – 3.2.6) – Bidder shall provide its response to these sections and shall indicate it complies with all of the items and requirements in these Sections.

Section 3.2.1 Physical Facilities - The bidder shall provide its plan to provide all the items in this section. Plan shall address, at a minimum:

- 1) Building, real estate and any necessary permits, rights of way, clearances, etc., necessary to operate the system.
- 2) All telecommunications lines, trunks, cables, for exchange and/or inter-exchange carriers needed for system operation. As outlined in Section 3.1.4.
- 3) All telecommunications premises equipment needed to operate the system.
- 4) All supplies, furniture or other miscellaneous items required to operate the system.
- 5) All personnel and suitable arrangements for training personnel both prior to initial system operation and on an ongoing basis. Personnel necessary to perform customer assistance functions regarding the system are to be included.

Section 3.2.2 TRS System Design - The bidder shall provide its plan to provide a scalable system design. The plan should provide, at a minimum its description of how its design provides:

- 1) The most effective network configuration
- 2) The most effective work group size based on call volumes;
- 3) The most cost effective equipment configuration;
- 4) Handling of emergency calls, such as 911, police, fire, and crisis intervention.

Section 3.2.3 Administrative Filing with the Board - The bidder shall describe its plan to submit a filing with the Board in accordance with the terms and conditions of this RFP. The Board will then act on the filing before implementation of the system. The filing shall include the following:

- a. Description of the service territory;
- b. Statement indicating that rates for the relay system user will be equivalent to the rates of non-relay system users;
- c. Service standards, terms and conditions, which the State reserves the right to negotiate.

Bidder may be subject to operational and financial audits, if so ordered by the Board.

Section 3.2.4 Advisory Board - Bidder shall describe its plan to comply with the requirement to participate as a non-voting member of this Board

Section 3.2.5 Date Service Is Required - Bidder shall describe its implementation plan to comply with the mandatory January 31, 2010 start date. Bidder's plan may propose an optional start date with its justification for the different implementation date.

Section 3.2.6 Outreach - Bidder shall provide its plan to provide an outreach function. Bidder's Outreach responsibilities shall include:

- a. Public relations activities - Activities should include at a minimum: two (2) community presentations per month and mass media advertising whether via public service or paid newspaper, radio, or TV advertisements.
- b. Compiling information,
- c. Conducting of research related to specific needs of the hearing and speech-impaired populations.
- d. Provide a written summary of each outreach event to the State Contract Manager.

Bidder shall describe its plan to assign outreach to at least one employee as their major job function.

Bidder shall describe its plan to budget a total of \$500,000 annual advertising budget in their costs for both traditional TRS and CapTel service.

Section 3.3.3 Optional Methods – In addition to its proposal to provide traditional TRS and CapTel Service bidder may propose optional methods or technologies.

Bidder shall describe its plan to provide optional methods and technologies on separate sheets in its bid proposal labeled "Optional Methods Plan". The bidder's optional methods plan shall include, at a minimum:

- a. Description of the new method or technology
- b. Adherence to service level and standards of service described in this RFP
- c. Outreach plan with budget requirements
- d. Implementation plan
- e. Statement of impact on traditional TRS and CapTel Service
- f. Cost

4.4.3.1 MANAGEMENT OVERVIEW

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

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

4.4.3.2 CONTRACT MANAGEMENT

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

4.4.3.3 CONTRACT SCHEDULE

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and

sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

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

4.4.3.4 MOBILIZATION AND IMPLEMENTATION PLAN

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of contract award. The mandatory start date is January 31, 2010.

The bidder's plan should provide for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's mobilization and implementation of the contract.

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

The bidder's plan for recruitment of staff required to provide all services required by the RFP

The bidder plan should provide for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the contract on the required start date.

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

4.4.3.5 POTENTIAL PROBLEMS

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

4.4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP. This section of the bid proposal must minimally contain the information identified below.

4.4.4.1 LOCATION

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

4.4.4.2 ORGANIZATION CHARTS

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

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

4.4.4.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- The individual's previous experience in completing each similar contract.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

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

4.4.4.4 BACKUP STAFF

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

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

4.4.4.5 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

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

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

4.4.4.6 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements to include a balance sheet, income statement and statement of cash flow, and all

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

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

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

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

4.4.5 PRICE SCHEDULE

The bidder must submit its pricing using the format set forth in the State-supplied price schedules A-D accompanying this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

The bidder must provide its pricing on the appropriate Schedule for the following categories:

- Traditional TRS (only) Schedule A
- CapTel (only) Schedule B
- Traditional TRS and CapTel (combined) Schedule C
- Optional Services Schedule D
- Optional Services Description Schedule E

Bidder proposing Optional Services shall provide its pricing on Schedule D. Bidder shall submit Schedule E proposing the full service offering description of its Optional Services and any additional pricing not covered previously on Schedule D.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 07/27/07, and any addendum to this RFP, the addendum shall govern.

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **three (3) years**. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFP. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

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

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

5.3 CONTRACT TRANSITION

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

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR RESPONSIBILITIES

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

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the

technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.6 SUBSTITUTION OF STAFF

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor shall identify the substitute personnel and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

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

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP.

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

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

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

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

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

5.8 OWNERSHIP OF MATERIAL

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

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

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

5.9 DATA CONFIDENTIALITY

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

5.10 NEWS RELEASES

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

5.11 ADVERTISING

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

5.12 LICENSES AND PERMITS

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

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

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

5.13.2 REMEDIES

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

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.14 LATE DELIVERY – NOT APPLICABLE TO THIS PROCUREMENT

5.15 RETAINAGE – NOT APPLICABLE TO THIS PROCUREMENT

5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK

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

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

5.17 SUSPENSION OF WORK

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

5.18 CHANGE IN LAW

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

5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)

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

5.20 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

N.J.S.A. 10:5-33 requires that:

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

a) 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

b) 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;

c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he 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.

5.21 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

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

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

5.22 FORM OF COMPENSATION AND PAYMENT

This section supplements Section 4.5 of the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP.

As described in Board Order, docket TO 05070605, issued August 1, 2005 (See Attachment 1), the Board develops and approves the monthly amount due to the contractor.

5.22.1 PAYMENT TO CONTRACTOR – OPTIONAL METHOD- NOT APPLICABLE TO THIS PROCUREMENT

5.23 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 07/27/07

5.23.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 07/27/07 is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

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

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

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

5.23.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 07/27/07 is deleted and replaced with the following:

2.2 Indemnification

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

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

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07.

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

5.23.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d. Professional Liability Insurance: The contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than \$2,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.24 CONTRACT ACTIVITY REPORT

As required by paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP, contractor(s) must provide, on a calendar quarter basis, to the assigned Purchase Bureau representative, a record of all purchases made under the contract resulting from this RFP. This reporting requirement includes sales to State using agencies, political sub-divisions thereof and, if permitted under the terms of the contract, sales to counties, municipalities, school districts,

volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-state agencies. Quasi-state agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information. Failure to report this mandated information will be a factor in future award decisions.

Contractors must submit the required information in Microsoft Excel format.

6.0 PROPOSAL EVALUATION

6.1 PROPOSAL EVALUATION COMMITTEE

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

After reviewing bid proposals, the Buyer or the Evaluation Committee (generically, the “evaluation committee”) may ask one, some or all of the bidders to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The bidder may be required to give an oral presentation to the State concerning its bid proposal.

Bidders may not attend the oral presentations of their competitors.

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

6.3 EVALUATION CRITERIA

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

6.3.1 TECHNICAL EVALUATION CRITERIA

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

the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

Each criterion will be scored and each score multiplied by a predetermined weight to develop the Technical Evaluation Score.

6.3.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet accompanying this RFP.

The firm fixed price provided by the bidder on the State supplied price sheet will be multiplied by a number predetermined by the State to determine the projected total cost of the proposal.

For evaluation purposes, bidders will be ranked according to the formula:

Price Proposal Points = predetermined points x (lowest price proposal/price proposal)

The proposal with the highest number of points will be ranked the highest.

The price proposal ranked will be the lowest acceptable price proposal between the original price proposal and the Best and Final Offer proposal submitted by each bidder.

6.3.2.1 TOTAL PROPOSAL SCORE

Each evaluated proposal will receive a Total Proposal Score based on the following formula:
Technical Evaluation Score + Price Proposal Rank = Total Proposal Score

The bidder receiving the highest Total Proposal Score will be recommended for contract award. In the event of a tie, the proposal with the highest technical score amongst the tied proposals will be recommended for contract award.

6.3.3 BID DISCREPANCIES

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

6.3.4 EVALUATION OF THE BID PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in 6.4 below, the Director reserves the right to negotiate price reductions with the selected vendor.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating bid proposals, the evaluation committee may enter into negotiations with each bidder in the competitive range, unless there are too many highly rated proposals to evaluate efficiently. In this situation, the State may limit the competitive range to the number of proposals that will permit efficient competition among the most highly rated proposals. The primary purpose of negotiations is to maximize the State's ability to get the best value, based on the requirements and evaluation criteria set forth in the RFP. Negotiations may involve the identification of significant proposal weaknesses, ambiguities and other deficiencies that could limit a bidder's award potential, including price. More rounds of negotiations may be held with one bidder in the competitive range than with another. Negotiations will be structured to safeguard information and ensure that all bidders in the competitive range are treated fairly.

When the evaluation committee determines to conclude negotiations, all bidders in the competitive range will be so notified and advised of the time and place for submission of best and final offers. The best and final offer can modify any aspect of the bid proposal, provided mandatory RFP requirements are satisfied and further provided that the revised price proposal is not higher than the original price proposal. Any revised price proposal that is not equal to or lower in price than the original price proposal will be rejected as non-responsive.

Evaluation of the best and final offers will be on the basis of price and the evaluation criteria set forth in the RFP. If, after review of the best and final offers, clarification is required, it may be sought from the bidders. If further negotiation is desired after evaluation of the revised proposals, it will be followed by another BAFO opportunity. The State reserves the right to reassess the competitive range before proceeding with a subsequent round of negotiations and BAFO submissions and to remove from the competitive range any proposal that is no longer considered to be a leading contender for award.

After evaluation of the final BAFO submissions, the evaluation committee will recommend to the Director for award the responsible bidder(s) whose bid proposal(s), conforming to the RFP, is most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Evaluation Committee. The Director may negotiate further reductions in price with the selected bidder.

Negotiations will only be conducted in those circumstances where they are deemed by the State to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, bidders are advised to submit their best technical and price proposals in response to this RFP, because the State may, after evaluation, make a contract award based on the content of these initial submissions, without further negotiation with any bidder.

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

"NOTE: Bid prices will not be publicly read at bid opening. Only the name and address of each bidder will be publicly announced at bid opening."