Bid Solicitation # 20DPP00445

For: T3085 – FCC REPACK (NJPBA)

Event	Date	Time
Vendor's {Bidder's} Electronic Question Due Date (Refer to Bid Solicitation Section 1.3.1 for more information.)	8-6-2019	2:00 PM
Mandatory/Optional Pre-Quote Submission Conference (Refer to Bid Solicitation Section 1.3.5 for more information.)	NOT APPLICABLE TO THIS PROCUREMENT	
Optional Site Visit (Refer to Bid Solicitation Section 1.3.4 for more information.)	7-30-2019	2:00 PM
Quote Submission Date (Refer to Bid Solicitation Section 1.3.2 for more information.)	9-20-2019	2:00 PM

Dates are subject to change. All times contained in the Bid Solicitation refer to Eastern Time. All changes will be reflected in Bid Amendments to the Bid Solicitation posted on www.njstart.gov.

☒ **Small Business Set-Aside Category**	**Status**
For Goods and Services: ☒ **I** ☒ **II** ☒ **III**	☒ Not Applicable
For Construction: ☐ **IV** ☐ **V** ☐ **VI**	☐ Entire Blanket P.O.
	☐ Partial Blanket P.O.
☒ **Disabled Veteran-Owned Business Set-Aside**	☐ Subcontracting Only

<u>Bid Solicitation Issued By</u>

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

<u>Using Agency/Agencies</u>

State of New Jersey
Public Broadcasting Authority (NJPBA)

<u>Date:</u> July 15, 2019

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Attachments

LIST OF ATTACHMENTS INCLUDE

A. T-3085 Price Sheet
B. Field Upgrade/Conversion Kit (ATSC-1 to ATSC-3)
C. Spares Parts Kit Worksheet

These attachments should be reviewed in conjunction with Section 3.0 Scope of Work.

1.0 INFORMATION FOR VENDORS {BIDDERS}

NOTICE: This Bid Solicitation is part of the ***NJSTART*** Procurement Program. ***The Vendor {Bidder} is advised to thoroughly read all sections, as many have been revised, and follow all instructions contained in this Bid Solicitation, including the instructions on the Bid Solicitation's Offer and Acceptance Page*** and read through all Quick Reference Guides (QRGs) located on the NJSTART Vendor Support Page (http://www.state.nj.us/treasury/purchase/njstart/vendor.shtml), before preparing and submitting its Quote.

1.1 PURPOSE AND INTENT

This Bid Solicitation is issued by the Procurement Bureau, Division of Purchase and Property (Division), Department of the Treasury on behalf of New Jersey Public Broadcasting Authority (NJPBA). The purpose of this Bid Solicitation is to solicit Quotes for a Digital Television (DTV) Transmission System for the NJPBA.

The intent of this Bid Solicitation is to award a Master Blanket Purchase Order (Blanket P.O.) to that responsible Vendor {Bidder} whose Quote, conforming to this Bid Solicitation is most advantageous to the State, price and other factors considered. The State, however, reserves the right to separately procure individual requirements that are the subject of the Blanket P.O. during the Blanket P.O. term, when deemed by the Director of the Division of Purchase and Property (Director) to be in the State's best interest.

The State intends to award one (1) Vendor {Bidder} for all line items of this Blanket P.O. The Blanket P.O. award will be made in accordance with Section 6.7 of this Bid Solicitation. It should be noted that the Scope of Work occurs in two (2) phases: Section 3.0 and Section 3.12. Section 3.0 is expected to be performed first, as soon after award as practicable. Section 3.12 is expected to be performed after Section 3.0.

The State of NJ Standard Terms and Conditions (SSTCs) accompanying this Bid Solicitation will apply to all Blanket P.O.s made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this Bid Solicitation and should be read in conjunction with them unless the Bid Solicitation specifically indicates otherwise.

The State of New Jersey (State) may extend the Blanket P.O. (s). Awarded to the Division's Cooperative Purchasing Program participants after Blanket P.O. (s) Award. In that circumstance, the State will request that the Vendor(s) {Contractor(s)} complete the Cooperative Purchasing Form indicating willingness or unwillingness to extend State Blanket P.O. pricing and terms to Cooperative Purchasing Program participants. The Cooperative Purchasing Form is located on the Division's website. These participants include quasi-State entities, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. Although the State, with the consent of the Vendor(s) {Contractor(s)}, may make use of any Blanket P.O. resulting from this Bid Solicitation available to non-State Agencies, the State makes no representation as to the acceptability of any State Bid Solicitation terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

The New Jersey Public Broadcasting Authority (NJPBA) is converting the NJPBA's WNJS (TV) Transmission Facility (facility) from Channel 22 to Channel 23, as directed by the Federal Communications Commission (FCC). The NJPBA WNJS (TV) facility is located on 1647 Arrow Head Drive in Waterford Township, New Jersey.

The NJPBA's WNJB (TV) transmitter, operating on channel 8 from Warren, NJ, has reached the end of its service life. Refer to the sections of the RFP and prince line sheet for specific references to the replacement of the WNJB transmitter.

The intent of these specifications is to solicit bids for all equipment, hardware, and installation services necessary to commence DTV operations on Channel 23 at the NJPBA WNJS (TV) facility no later than 180 days following contract award. Procurement of the WNJB transmitter will be determined by the NJPBA during the term of the awarded contract.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Division will electronically accept questions and inquiries from all potential Vendors {Bidders} via the "Q&A" Tab of the Bid Solicitation in ***NJSTART***.

A. Questions should be directly tied to the Bid Solicitation and asked in consecutive order, from beginning to end, following the organization of the Bid Solicitation; and

B. Each question should begin by referencing the Bid Solicitation page number and section number to which it relates.

Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instruction. QRGs are located on the NJSTART Vendor Support Page.

A Vendor {Bidder} shall not contact the Using Agency and/or the Procurement Specialist directly, in person, by telephone or by e-mail, concerning this Bid Solicitation, prior to the final award of the Blanket P.O.

The cut-off date for electronic questions and inquiries relating to this Bid Solicitation is indicated on the Bid Solicitation cover sheet. In the event that questions are posed by Vendors {Bidders}, answers to such questions will be issued by Bid Amendment. Any Bid Amendment to this Bid Solicitation will become part of this Bid Solicitation and part of any Blanket P.O. awarded as a result of this Bid Solicitation. Bid Amendments to this Bid Solicitation, if any, will be posted as a File Attachment on the "Summary" page of the Bid Solicitation in ***NJSTART*** after the cut-off date. (See Bid Solicitation Section 1.4.1 for further information.)

1.3.1.1 EXCEPTIONS TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

Questions regarding the State of New Jersey Standard Terms and Conditions (SSTC) and exceptions to mandatory requirements must be posed during this Electronic Question and Answer period and shall contain the Vendor's {Bidder's} suggested changes and the reason(s) for the suggested changes.

1.3.2 SUBMISSION OF QUOTES

In order to be considered for award, the Quote must be received by the Procurement Bureau of the Division at the appropriate location by the required time. Vendors {Bidders} shall submit a Quote electronically through ***NJSTART***.

QUOTES NOT RECEIVED PRIOR TO THE QUOTE OPENING DEADLINE SHALL BE REJECTED. THE DATE AND TIME OF THE QUOTE OPENING ARE INDICATED ON THE BID SOLICITATION COVER SHEET AND ON THE "SUMMARY" TAB OF THE BID SOLICITATION WEBPAGE WITHIN *NJSTART*.

<u>IF THE QUOTE OPENING DEADLINE HAS BEEN REVISED, THE NEW QUOTE OPENING DEADLINE SHALL BE SHOWN ON THE POSTED BID AMENDMENT AND ON THE "SUMMARY" TAB OF THE BID SOLICITATION WEBPAGE WITHIN *NJSTART*.</u>

Procedural inquiries concerning the use of ***NJSTART*** may be directed to njstart@treas.nj.gov and/or (609) 341-3500.

The Division will not respond to substantive questions related to the Bid Solicitation or any other Blanket P.O. via this e-mail address or phone number. For inquiries related to substantive questions refer to Section 1.3.1 (Electronic Question and Answer Period).

1.3.3 VENDOR {BIDDER} SUPPORT

Vendors {Bidders} are strongly encouraged to visit the NJSTART Vendor Support Page, which contains Quick Reference Guides (QRGs), supporting videos, a glossary of ***NJSTART*** terms, and helpdesk contact information.

The Vendor {Bidder} should utilize the QRGs before attempting to submit its Quote using the ***NJSTART*** process. It is the Vendor's {Bidder's} responsibility to ensure that the ***NJSTART*** Quote and attachments have been properly submitted.

1.3.4 OPTIONAL SITE VISIT

A Optional Site Visit has been scheduled for this procurement on the date and time indicated on the Bid Solicitation cover sheet. The location of the Optional Site Visit will be as follows:

NJPBA WNJS-TV Transmission Facility
1647 Arrowhead Drive
Waterford, NJ 08089

Although not mandatory, it is strongly recommended that any potential bidder attend the optional site visits.

An attendee may represent only one (1) potential bidding entity.

NO QUESTIONS OR INQUIRIES WILL BE ACCEPTED OR ANSWERED DURING THE MANDATORY/OPTIONAL SITE VISIT. ALL QUESTIONS ARE TO BE HELD AND SUBMITTED IN ACCORDANCE WITH BID SOLICITATION SECTION 1.3.1.

1.3.5 MANDATORY PRE-QUOTE CONFERENCE

Not applicable to this procurement.

1.3.6 PRE-QUOTE DOCUMENT REVIEW

The following are publicly available documents that a Vendor {Bidder} should review in order to prepare and submit accurate and comprehensive Quotes:

a. State of New Jersey Contract T0125: Tower Maintenance
b. State of New Jersey Contract T2870: Transmission Facility Management

1.4 ADDITIONAL INFORMATION

1.4.1 BID AMENDMENTS: REVISIONS TO THIS BID SOLICITATION

In the event that it becomes necessary to clarify or revise this Bid Solicitation, such clarification or revision will be by Bid Amendment. Any Bid Amendment to this Bid Solicitation will become part of this Bid Solicitation and part of any Blanket P.O. awarded as a result of this Bid Solicitation.

There are no designated dates for release of Bid Amendments. Those Vendors {Bidders} who are on the bid holder list either through commodity code registration in ***NJSTART*** or by acknowledging the bid in ***NJSTART*** should receive notification of any Bid Amendment(s). If a Vendor {Bidder} is not on the bid holder list to receive notifications related to a Bid Solicitation, Bid Amendments are still viewable on the "Summary" page of the Bid Solicitation in ***NJSTART***.

BID AMENDMENTS WILL BE ISSUED AS FILE ATTACHMENTS, AND ARE VIEWABLE ON THE "SUMMARY" PAGE OF THE BID SOLICITATION IN *NJSTART*. Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instructions. QRGs are located on the NJSTART Vendor Support Page.

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all Bid Amendments related to this procurement. An interested Vendor {Bidder} should check the ***NJSTART*** "Open Bids" Tab on a daily basis to ensure review of the most updated information.

1.4.2 VENDOR {BIDDER} RESPONSIBILITY

The Vendor {Bidder} assumes sole responsibility for the complete effort required in submitting a Quote in response to this Bid Solicitation. No special consideration will be given after Quotes are opened because of a Vendor's {Bidder's} failure to be knowledgeable as to all of the requirements of this Bid Solicitation.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a Vendor {Bidder} in the preparation and submittal of a Quote in response to this Bid Solicitation.

1.4.4 CONTENTS OF QUOTE

Quotes can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know.

After the opening of sealed Quotes, including Quotes submitted through the ***NJSTART*** electronic process, all information submitted by a Vendor {Bidder} in response to a Bid Solicitation is considered public information notwithstanding any disclaimers to the contrary submitted by a Vendor {Bidder}. Proprietary and confidential information may be exempt from public disclosure by OPRA and/or the common law. When the Bid Solicitation contains a negotiation component, the Quote will not be subject to public disclosure until a notice of intent to award a Blanket P.O. is announced.

As part of its Quote, a Vendor {Bidder} may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. Vendor {Bidder} must provide a detailed statement clearly identifying those sections of the Quote that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law. Please include a redacted copy of the Quote indicating the sections identified as confidential. **The State will not honor any attempts by a Vendor {Bidder} to designate its entire Quote as proprietary, confidential and/or to claim copyright protection for its entire Quote.**

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the Vendor {Bidder} accordingly. Any proprietary and/or confidential information in a

Quote will be redacted by the State. Copyright law does not prohibit access to a record which is otherwise available under OPRA.

In the event of any challenge to the Vendor's {Bidder's} assertion of confidentiality with which the State does not concur, the Vendor {Bidder} shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Vendor {Bidder}. The State assumes no such responsibility or liability.

A Vendor {Bidder} shall not designate any price lists and/or catalogs submitted as exempt from public disclosure as the same must be accessible to State Using Agencies and Cooperative Purchasing Program participants (if the Bid Solicitation has been extended to these participants) and thus must be made public to allow all eligible purchasing entities access to the pricing information.

In order not to delay consideration of the Quote or the State's response to a request for documents, the State requires that Vendor {Bidder} respond to any request regarding confidentiality markings within the timeframe designated in the State's correspondence regarding confidentiality. If no response is received by the designated date and time, the State will be permitted to release a copy of the Quote with the State making the determination regarding what may be proprietary or confidential.

1.4.5 ANNOUNCEMENT OF QUOTE INFORMATION

On the date and time Quotes are due under the Bid Solicitation, all information concerning the Quotes submitted may be publicly announced and shall be available for inspection and copying except as noted below:

A. Information appropriately designated as proprietary and/or confidential shall not be available for inspection and copying; and
B. Where negotiation is contemplated, only the names and addresses of the Vendors {Bidders} submitting Quotes will be announced, and the contents of the Quotes shall not be available for inspection and copying until the Notice of Intent to Award is issued by the Director.

1.4.6 RESERVED

1.4.7 QUOTE ERRORS

In accordance with N.J.A.C. 17:12-2.11 "Proposal errors," a Vendor {Bidder} may withdraw its Quote as described below.

1.4.7.1 QUOTE WITHDRAWAL PRIOR TO QUOTE OPENING

NJSTART: A Vendor {Bidder} may withdraw its Quote submission in ***NJSTART*** prior to the Quote opening; however, Vendors {Bidders} should note that while withdrawn ***NJSTART*** Quotes remain viewable by the Vendor {Bidder} on its Vendor Profile Homepage, they are removed from the Division's view and cannot be considered for Blanket P.O. award. The Vendor {Bidder} may submit a revised Quote as long as the Quote is received prior to the announced date and time for Quote submission. Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instruction. QRGs are located on the NJSTART Vendor Support Page.

1.4.7.2 QUOTE WITHDRAWAL AFTER QUOTE OPENING, BUT PRIOR TO BLANKET P.O. AWARD

If, after the Quote opening, but before Blanket P.O. award, a Vendor {Bidder} discovers an error in its Quote, the Vendor {Bidder} may make a written request to the Supervisor of the Proposal Review Unit to withdraw its Quote from consideration for award. If the Vendor's {Bidder's} request to withdraw is made in good faith, and the State will not be significantly prejudiced by granting the withdrawal of the Quote beyond the loss of the benefit of the bargain to the State of the withdrawing Vendor's {Bidder's} offer, the request shall be granted. Evidence of the Vendor's {Bidder's} good faith in making this request can be demonstrated by one (1) or more of the following factors: A mistake is so significant that to enforce the Blanket P.O. resulting from the Quote would be unconscionable; that the mistake relates to a material feature or term of the Blanket P.O.; and that the mistake occurred notwithstanding the Vendor's {Bidder's} exercise of reasonable care. After Quote opening, while pursuant to the provisions of this section a Vendor {Bidder} may request to withdraw its Quote and the Director may in his/her discretion allow said Vendor {Bidder} to withdraw it, the Division also may take notice of repeated or unusual requests to withdraw by a Vendor {Bidder} and take those prior requests to withdraw into consideration when evaluating the Vendor's {Bidder's} future Quotes.

All Quote withdrawal requests must include the Bid Solicitation identification number and the final Quote submission date and be sent to the following address:

Department of the Treasury
Division of Purchase and Property
PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0039
Attention: Supervisor, Proposal Review Unit

If during a Quote evaluation process, an obvious pricing error made by a potential Blanket P.O. awardee is found, the Director or his/her designee shall issue written notice to the Vendor {Bidder}. The Vendor {Bidder} will have up to five (5) business days after receipt of the notice to confirm its pricing. If the Vendor {Bidder} fails to respond, its Quote shall be considered withdrawn, and no further consideration shall be given to it.

1.4.8 JOINT VENTURE

If a Joint Venture is submitting a Quote, the agreement between the parties relating to such Joint Venture should be submitted with the Joint Venture's Quote. Authorized signatories from each party comprising the Joint Venture must sign the Offer and Acceptance Page. Each party to the Joint Venture must individually comply with all the forms and certification requirements in Sections 4.4.1 and 4.4.2 of this Bid Solicitation.

1.4.9 RECIPROCITY FOR JURISDICTIONAL VENDOR {BIDDER} PREFERENCE

In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State Vendor {Bidder} whose state or locality maintains a preference practice for its in-state Vendors {Bidders}. The State of New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State's statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State of New Jersey may obtain additional information as it deems appropriate to supplement the stated survey information.

A Vendor {Bidder} may submit information related to preference practices enacted for a State or Local entity outside the State of New Jersey. This information may be submitted in writing as part of the Quote response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Vendor {Bidder}, etc. It is the responsibility of the Vendor {Bidder} to provide documentation with the Quote or submit it to the Director within five (5) business days after the deadline for Quote submission. Written evidence for a specific procurement that is not provided to the Director within five (5) business days of the public Quote submission date may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

1.4.10 QUOTE ACCEPTANCES AND REJECTIONS

N.J.A.C. 17:12-2.7(d), the Director's right to waive minor irregularities or omissions in a Quote and N.J.A.C. 17:12-2.2 which defines causes for Quote rejection, apply to all Quotes.

1.4.11 ELECTRONIC SIGNATURES

Vendors {Bidders} submitting Quotes through ***NJSTART*** may sign the forms listed in Section 4.4.1 (Forms, Registrations and Certifications Required with Quote) and Section 4.4.2 (Forms, Registrations and Certifications Required Before Blanket P.O. Award and That Should Be Submitted with the Quote) of this Bid Solicitation electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form to ***NJSTART***.

Vendors {Bidders} submitting Quotes in hard copy format, must provide forms with original, physical signatures, otherwise its Quote may be deemed non-responsive.

2.0 DEFINITIONS

2.1 CROSSWALK

NJSTART Term	Equivalent Statutory, Regulatory and/or Legacy Term
Bid/Bid Solicitation	RFP/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

2.2 GENERAL DEFINITIONS

The following definitions will be part of any Blanket P.O. awarded or order placed as a result of this Bid Solicitation.

2.2.1 STANDARD DEFINITIONS

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

Best and Final Offer or BAFO – Pricing timely submitted by a Vendor {Bidder} upon invitation by the Bureau after Quote opening, with or without prior discussion or negotiation.

Bid or Bid Solicitation – This series of documents, which establish the bidding and Blanket P.O. requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the Bid Solicitation, State of NJ Standard Terms and Conditions (SSTC), State-Supplied Price Sheet, attachments, and Bid Amendments.

Bid Amendment – Written clarification or revision to this Bid Solicitation issued by the Division. Bid Amendments, if any, will be issued prior to Quote opening.

Business Day – Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Calendar Day – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Change Order – An amendment, alteration or modification of the terms of a Blanket P.O. between the State and the Vendor(s) {Contractor(s)}. A Change Order is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

Cooperative Purchasing Program – The Division's intrastate program that provides procurement-related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Blanket P.O.s issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 et seq.

Days After Receipt of Order (ARO) – The number of calendar days 'After Receipt of Order' in which the Using Agency will receive the ordered materials and/or services.

Director – Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority is the Chief Contracting Officer for the State of New Jersey.

Disabled veterans' business - means a business which has its principal place of business in the State, is independently owned and operated and at least 51% of which is owned and controlled by persons who are disabled veterans or a business which has its principal place of business in this State and has been officially verified by the United States Department of Veterans Affairs as a service disabled veteran-owned business for the purposes of department contracts pursuant to federal law. N.J.S.A. 52:32-31.2.

Disabled veterans' business set-aside contract - means a contract for goods, equipment, construction or services which is designated as a contract with respect to which bids are invited and accepted only from disabled veterans' businesses, or a portion of a contract when that portion has been so designated. N.J.S.A. 52:32-31.2.

Discount – The standard price reduction applied by the Vendor {Bidder} to all items.

Division – The Division of Purchase and Property.

Evaluation Committee – A committee established or Division staff member assigned by the Director to review and evaluate Quotes submitted in response to this Bid Solicitation and recommend a Blanket P.O. award to the Director.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

Joint Venture – A business undertaking by two (2) or more entities to share risk and responsibility for a specific project.

Master Blanket Purchase Order (Blanket P.O.) – The Blanket P.O. consists of the State of NJ Standard Terms and Conditions (SSTC), the Bid Solicitation, the responsive Quote submitted by a responsible Vendor {Bidder} as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment or other supporting documents, or post-award documents including Change Orders agreed to by the State and the Vendor {Contractor}, in writing.

May – Denotes that which is permissible or recommended, not mandatory.

Must – Denotes that which is a mandatory requirement.

No Bid – The Vendor {Bidder} is not submitting a price Quote for an item on a price line.

No Charge – The Vendor {Bidder} will supply an item on a price line free of charge.

Primary Form – An electronic form contained within a Vendor's {Bidder's} ***NJSTART*** profile designated by the Vendor {Bidder} as the primary or principal version of the required form.

Procurement Bureau (Bureau) - The Division unit responsible for the preparation, advertisement, and issuance of Bid Solicitations, for the tabulation of Quotes and for recommending award(s) of Blanket P.O.(s) to the Director and the Deputy Director.

Project – The undertakings or services that are the subject of this Bid Solicitation.

QRGs – Quick Reference Guides.

Quote – Vendor's {Bidder's} timely response to the Bid Solicitation including, but not limited to, technical Quote, price Quote, and any licenses, forms, certifications, or other documentation required by the Bid Solicitation.

Retainage – The amount withheld from the Vendor {Contractor} payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Vendor {Contractor}.

Revision – A response to a BAFO request or a requested clarification of the Vendors {Bidders} Quote.

Shall – Denotes that which is a mandatory requirement.

Should – Denotes that which is permissible or recommended, not mandatory.

Small Business – Pursuant to N.J.S.A. 52:32-19, N.J.A.C. 17:13-1.2, and, N.J.A.C. 17:13-2.1, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the three (3) following categories:

- For goods and services - (A) 0 to $500,000 (Category I); (B) $500,001 to $5,000,000 (Category II); and (C) $5,000,001 to $12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).
- For construction services: (A) 0 to $3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

Small business set-aside contract – "means (1) a contract for goods, equipment, construction or services which is designated as a contract with respect to which bids are invited and accepted only from small businesses, or (2) a portion of a contract when that portion has been so designated." N.J.S.A. 52:32-19.

State – The State of New Jersey.

State Contract Manager or SCM – The individual, as set forth in Section 8.0, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order.

State-Supplied Price Sheet – the bidding document created by the State and attached to this Bid Solicitation on which the Vendor {Bidder} submits its Quote pricing as is referenced and described in Bid Solicitation Section 4.4.5.

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

Subcontractor – An entity having an arrangement with a Vendor {Contractor}, whereby the Vendor {Contractor} uses the products and/or services of that entity to fulfill some of its obligations under its State Blanket P.O., while retaining full responsibility for the performance of all [the Vendor's {Contractor's}] obligations under the Blanket P.O., including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Vendor {Contractor}.

Task – A discrete unit of work to be performed.

Unit Cost or Unit Price – All-inclusive, firm fixed price charged by the Vendor {Bidder} for a single unit identified on a price line.

Using Agency[ies] – A State department or agency, a quasi-State governmental entity, or a Cooperative Purchasing Program participant, authorized to purchase products and/or services under a Blanket P.O. procured by the Division. This Blanket P.O. may be used by the Using Agencies or quasi-governmental agencies specifically identified in the Bid Solicitation. In addition, with the approval of the Director of the Division of Purchase and Property and the agreement of the Vendor {Contractor}, the Blanket P.O. may be used by any Using Agency or quasi-State governmental entity.

Vendor {Bidder} – An entity offering a Quote in response to the Division's Bid Solicitation.

Vendor {Contractor} – The Vendor {Bidder} awarded a Blanket P.O. resulting from this Bid Solicitation.

2.2.2 TECHNOLOGY SPECIFIC DEFINITIONS

These definitions apply only to the Ownership of Material and Performance Guarantee of Vendor {Contractor} outlined in Section 5.0 of this Bid Solicitation.

Acceptance – The written confirmation by the Using Agency that Vendor {Contractor} has completed a Deliverable according to the specified requirements.

Concrete Masonry Unit (CMU) – (CMU) is a standard size rectangular block used in building construction.

Commercial Off the Shelf (COTS) – Software provided by Vendor {Contractor} that is intended for general use.

Custom Software – Software and Work Product that is developed by Vendor {Contractor} at the request of the Using Agency to meet the specific business requirements of the Using Agency and is intended for its use.

Customized Software – COTS that is adapted by Vendor {Contractor} to meet specific business requirements of the Using Agency that differ from the standard requirements of the base product.

Deliverable – Goods, products, Services and Work Product that Vendor {Contractor} is required to deliver to the State under the Blanket P.O.

Hardware – Includes computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.

Services – Includes, without limitation (i) Information Technology (IT) professional services, (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training, and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.

Software – Includes, without limitation, computer programs, source codes, routines, or subroutines supplied by Vendor {Contractor}, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, Customized Software and Custom Software, unless the context indicates otherwise.

State Intellectual Property – Any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.

Third Party Intellectual Property – Any intellectual property owned by parties other than the State or Vendor {Contractor} and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.

Vendor {Contractor} Intellectual Property – Any intellectual property that is owned by Vendor {Contractor} and contained in or necessary for the use of the Deliverables or which the Vendor {Contractor} makes available for the State to use as part of the work under the Blanket P.O. Vendor {Contractor} Intellectual Property includes COTS or Customized Software owned by Vendor {Contractor}, Vendor's {Contractor's} technical documentation, and derivative works and compilations of any Vendor {Contractor} Intellectual Property.

Work Product – Every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Vendor {Contractor} or Vendor's {Contractor's} subcontractors or a third party engaged by Vendor {Contractor} or its subcontractor pursuant to the Blanket P.O. Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Vendor {Contractor} Intellectual Property or Third Party Intellectual Property.

2.3 BLANKET P.O.-SPECIFIC DEFINITIONS/ACRONYMS

8VSB – The modulation method used for broadcast in the Advanced Television Systems Committee (ATSC) digital television standard. ATSC and 8VSB modulation is used primarily in North America; in contrast, the DVB-T standard uses Coded Orthogonal Frequency Division Multiplexing (COFDM). A modulation method specifies how the radio signal fluctuates to convey information.

AM-AM – is the measurement of the amount of undesired amplitude component on the output of an amplifier when presented with an input signal that has an AM component.

AM-PM – is the amount of undesired phase modulation present on the amplifier output with an AM signal input.

American Institute of Steel Construction (AISC) – A not-for-profit technical institute and trade association for the use of structural steel in the construction industry of the United States. AISC publishes the AISC 360 Specification for Structural Steel Buildings, an authoritative reference in the USA for steel building structure design and which is referenced in all U.S. building codes.

American National Standards Institute (ANSI) – A private non-profit organization that oversees the development of voluntary consensus standards for products, services, processes, systems, and personnel in the United States. The organization also coordinates U.S. standards with international standards so that American products can be used worldwide. ANSI accredits standards that are developed by representatives of other standards organizations, government agencies, consumer groups, companies, and others. These standards ensure that the characteristics and performance of products are consistent, that people use the same definitions and terms, and that products are tested the same way. ANSI also accredits organizations that carry out product or personnel certification in accordance with requirements defined in international standards.

Advanced Television Systems Committee (ATSC) – an international, non-profit organization developing voluntary standards for digital television. The ATSC member organizations represent the broadcast, broadcast equipment, motion picture, consumer electronics, computer, cable, satellite, and semiconductor industries.

Asynchronous Serial Interface (ASI) – is a streaming data format which often carries an MPEG Transport Stream (MPEG-TS). An ASI signal can carry one or multiple SD, HD or audio programs that are already compressed.

Axess Management Software – A network-based management application produced by Statmon Technologies Corporation, currently used by NJPBA. This is a mission critical management tool used by traditional and nontraditional broadcasters, content originators, and distributors. Full functionality is required for building management teams, hardware management, and facilities operators.

COFDM – Coded Orthogonal Frequency Division Multiplexing is an alternative to a single carrier waveform which is often used because of the limitations of single carrier systems for broadband applications where multipath is present.

Distributed Transmission System (DTS or DTx) / Single Frequency Network (SFN) – A form of single-frequency network in which a single broadcast signal is fed via microwave, landline, or communications satellite to multiple synchronized terrestrial transmitter sites.

Digital Television (DTV) –The transmission of television signals, including both the video channel and the sound channel, using digital encoding. DTV makes more economical use of scarce radio spectrum space by transmitting multiple channels in the same bandwidth typically occupied by a single channel of analog television.

Doherty Amplifier – is a modified class B radio frequency amplifier.

Electronic Industries Alliance (EIA) – a standards and trade organization composed as an alliance of trade associations for electronics manufacturers in the United States. It developed standards to ensure the equipment of different manufacturers was compatible and interchangeable.

Effective Radiated Power (ERP) –Synonymous with equivalent radiated power, is an IEEE standardized definition of directional radio frequency (RF) power, such as that emitted by a radio transmitter. It is the total power in watts that would have to be radiated by a half-wave dipole antenna to give the same radiation intensity (signal strength in watts per square meter) as the actual source at a distant receiver located in the direction of the antenna's strongest beam (main lobe). ERP measures the combination of the power emitted by the transmitter and the ability of the antenna to direct that power in a given direction. It is equal to the input power to the antenna multiplied by the gain of the antenna. It is used in electronics and telecommunications, particularly in broadcasting to quantify the apparent power of a broadcasting station experienced by listeners in its reception area.

Federal Aviation Administration (FAA) – FAA of the United States is a national authority with powers to regulate all aspects of civil aviation. These include the construction and operation of airports, air traffic management, the certification of personnel and aircraft, and the protection of U.S. assets during the launch or re-entry of commercial space vehicles.

Federal Communications Commission (FCC) – An independent agency of the United States government created by statute (47 U.S.C. § 151 and 47 U.S.C. § 154) to regulate interstate communications by radio, television, wire, satellite, and cable. The FCC works towards six goals in the areas of broadband, competition, the spectrum, the media, public safety and homeland security, and modernizing itself. The FCC was formed by the Communications Act of 1934 to replace the radio regulation functions of the Federal Radio Commission. The FCC took over wire communication regulation from the Interstate Commerce Commission. The FCC's mandated jurisdiction covers the 50 states, the District of Columbia, and the Territories of the United States. The FCC also provides varied degrees of cooperation, oversight, and leadership for similar communications bodies in other countries of North America. The FCC is funded entirely by regulatory fees.

Height Above Average Terrain (HAAT) – a measure of how high an antenna site is above the surrounding landscape. HAAT is used extensively in FM radio and television, as it is more important than effective radiated power (ERP) in determining the range of broadcasts; VHF and UHF in particular, as they are line of sight (LOS) transmissions.

Information and Communication Technologies (ICT) – technologies that provide access to information through telecommunications. It is similar to Information Technology (IT), but focuses primarily on communication technologies. This includes the Internet, wireless networks, cell phones, and other communication mediums.

International Electrotechnical Commission (IEC) – an international standards organization that prepares and publishes International Standards for all electrical, electronic and related technologies – collectively known as "electrotechnology". IEC standards cover a vast range of technologies from power generation, transmission and distribution to home appliances and office equipment, semiconductors, fibre optics, batteries, solar energy, nanotechnology and marine energy as well as many others. The IEC also manages three global conformity assessment systems that certify whether equipment, system or components conform to its International Standards.

Mean Time Between Failure (MTBF) - is a reliability term used to provide the amount of failures per million hours for a product. This is the most common inquiry about a product’s life span, and is important in the decision-making process of the end user. When equipment such as media converters or switches must be installed into mission critical applications, MTBF becomes very important.

National Electrical Code (NEC) – The NEC or NFPA 70, is a regionally adoptable standard for the safe installation of electrical wiring and equipment in the United States. It is part of the National Fire Codes series published by the National Fire Protection Association (NFPA), a private trade association. Despite the use of the term "national", it is not a federal law. It is typically adopted by states and municipalities in an effort to standardize their enforcement of safe electrical practices. In some cases, the NEC is amended, altered and may even be rejected in lieu of regional regulations as voted on by local governing bodies. The "authority having jurisdiction" inspects for compliance with these minimum standards.

National Electrical Manufacturers Association (NEMA) – the largest trade association of electrical equipment manufacturers in the United States. Its approximately 350 member companies manufacture products used in the generation, transmission, distribution, control, and end use of electricity. These products are used in utility, industrial, commercial, institutional, and residential applications. In addition to lobbying activities, NEMA publishes more than 700 standards, application guides, white papers, and technical papers. Among its major standards are those for electrical enclosures, motors and magnet wire, AC plugs and receptacles; the NEMA connectors are universal in North America and also used by some other countries.

National Fire Protection Association (NFPA) – A United States trade association, albeit with some international members, that creates and maintains private, copyrighted standards and codes for usage and adoption by local governments. The association was formed in 1896 by a group of insurance firms. Its purpose was to standardize the then-new fire sprinkler systems.

Original Equipment Manufacturer (OEM) – is a company that makes a part or subsystem that is used in another company's end product.

Orthogonal Frequency Division Multiplexing (OFDM) – A method of encoding digital data on multiple carrier frequencies.

Power Amplifier (PA) – radio frequency power amplifier (RF power amplifier) is a type of electronic amplifier that converts a low-power radio-frequency signal into a higher power signal. Typically, RF power amplifiers drive the antenna of a transmitter.

Signal Noise Ratio (SNR) – is a measure used in science and engineering that compares the level of a desired signal to the level of background noise. It is defined as the ratio of signal power to the noise power, often expressed in decibels.

Solid State – an electronic device activated by a semiconductor component in which current flow is through solid material rather than in a vacuum.

Telecommunications Industry Association (TIA) – TIA is accredited by the American National Standards Institute (ANSI) to develop voluntary, consensus-based industry standards for a wide variety of Information and Communication Technologies (ICT) products, and currently represents nearly 400 companies. TIA's Standards and Technology Department operates twelve engineering committees, which develop guidelines for private radio equipment, cellular towers, data terminals, satellites, telephone terminal equipment, accessibility, VoIP devices, structured cabling, data centers, mobile device communications, multimedia multicast, vehicular telematics, healthcare ICT, machine to machine communications, and smart utility networks.

Transmitter Power Output (TPO) – the actual amount of power (in watts) of radio frequency (RF) energy that a transmitter produces at its output.

Ultra High Frequency (UHF) – Is the ITU designation for radio frequencies in the range between 300 MHz and 3 GHz, also known as the decimetre band as the wavelengths range from one meter to one decimetre.

Very High Frequency (VHF) – Is the ITU designation for the range of radio frequency electromagnetic waves (radio waves) from 30 to 300 megahertz (MHz), with corresponding wavelengths of ten meters to one meter.

Voltage Standing Wave Ratio (VSWR) – A measure of how efficiently radio-frequency power is transmitted from a power source, through a transmission line, into a load (for example, from a power amplifier through a transmission line, to an antenna).

3.0 SCOPE OF WORK WNJS

3.1 OVERVIEW

The NJPBA is participating in the FCC Repack project (Repack). The Repack project involves reorganizing and assigning channels to the remaining broadcast television stations to create contiguous blocks of cleared spectrum suitable for flexible use, as required by the FCC. To achieve the goals of the Repack, the Vendor {Contractor} shall provide all equipment, hardware, installation, warranty and support services, as specified, within this Bid Solicitation.

3.2 DECOMMISSIONING, INSTALLATION, INTEGRATION, AND TESTING

A. The Vendor {Contractor} shall be knowledgeable and experienced in the latest state-of-the-art lightning protection, grounding techniques and practices as required by the radio-communications industry;

B. At a minimum, all work done by the Vendor {Contractor} must adhere to the standards of the following organizations:

1. American Institute of Steel Construction (AISC);
2. American National Standards Institute (ANSI);
3. Federal Communication Commission (FCC);
4. Federal Aviation Administration (FAA);
5. National Fire Protection Association (NFPA);
6. National Electrical Code (NEC); and
7. Telecommunications Industry Association (TIA).

3.2.1 DECOMMISSIONING, INSTALLATION, AND INTEGRATION RESPONSIBILITIES: VENDOR {BIDDER}

A. The Vendor {Contractor}, under the supervision of the NJPBA, shall provide a construction plan for the equipment decommissioning, supplying, installing, integrating, and commissioning of the new DTV transmitter.

B. The Vendor {Contractor} shall decommission and remove remaining portions of the NJPBA Channel 23 analog transmission equipment, including, but not limited to, the following:

1. Liquid cooling system; and
2. Overhead RF filters.

C. The Vendor {Contractor} shall install the following:

1. Overhead mask filter;
2. All associated transmission lines and coaxial switches;
3. Connect transmission lines to the coaxial switches; and
4. A new cooling system, which at a minimum shall include:
    a. Flow meters;
    b. Valves;
    c. Heat exchanger;
    d. Pumps;
    e. Tanks; and
    f. Interior and exterior coolant plumbing.

The Vendor {Contractor} shall install the new DTV transmitter and rack-mounted hardware in the location provided by the NJPBA.

The Vendor {Contractor} shall install a transmission line from the transmitter to the mask filter input and from the mask filter output to coaxial switches.

The Vendor {Contractor} shall make final connections from the cooling system supply/return to the transmitter and complete the final connections of the RF system and power to the transmitter.

The Vendor {Contractor} shall configure and test the DTV transmitter controls and perform final system optimizing and testing. System testing shall include pre-correction, antenna system sweeps, and RF proof of performance.

3.2.2 DECOMMISSIONING, INSTALLATION, AND INTEGRATION RESPONSIBILITIES: NJPBA

The NJPBA shall remove the transmitter tubes from the transmitter, including the shipping of these materials to the manufacturer.

Prior to demolition, the NJPBA shall drain and flush the analog transmitter cooling system. The NJPBA shall supply and manage refuse and recycling containers.

The NJPBA shall provide interior and exterior coolant plumbing supply and return lines stubbed out to the vicinity of the new transmitter and coolant exchange unit locations.

The NJPBA shall install power branch circuits and disconnects to the transmitter and coolant exchange locations. The transmitter is currently powered by a Staco voltage regulator and surge suppression system that will be provisioned for this project by the NJPBA.

The NJPBA shall provide a licensed electrician for on-site electrical wiring.

3.3 SYSTEM REQUIREMENTS

A. The Vendor {Contractor} supplied DTV transmitter shall consist of the following components:

   1. A system control cabinet;
   2. Water cooled solid-state power amplifier cabinet(s); and
   3. RF system, including the following:

      a. FCC mask filters;
      b. Interconnecting RF lines;
      c. Directional couplers;
      d. Reject loads;
      e. Two remote control RF switches with safety interlocks; and
      f. Water cooled test load.

B. The DTV transmitter shall generate high-quality signals for the transmission of the ATSC-1, 8-VSB digital television standard, and shall be in accordance with all applicable FCC regulations and Electronic Industries Alliance (EIA) standards, on any specified Ultra High Frequency (UHF) channel, 14 through 36. The DTV transmitter shall be designed to transmit the 19.39 Mb/s digital signals, via either a SMPTE 310M or an Asynchronous Serial Interface (ASI) input;

C. The DTV transmitter shall be designed for continuous operation on Channel 23 at an average power level of up to 15.5 kW. - or greater - as may be required to meet the authorized Effective Radiated Power (ERP) or future ATSC-3 standard measured at the output of the mask filter. In conjunction with the line and antenna, the WNJS-TV system must produce 281kW ERP, calculated using the RMS gain of the antenna;

D. The DTV transmitter shall be a current production model and be of new construction with the highest technical standards and modern state of the art techniques for the highest possible reliability and state-of-the-art performance. The specific series of DTV transmitter shall be documented prior to delivery, to comply with current FCC regulations for the appropriate operating power, including FCC type acceptance;

E. All active components in the DTV transmitter shall be solid state including the final power amplifier stages. The final RF amplifier stages shall be 100% solid state using high-reliability transistors configured with identical, parallel amplifier modules. The DTV transmitter efficiency shall be optimized by the use of Doherty Amplifier stages;

F. All inputs, RF sample connections, and remote control connections shall be provisioned to one control cabinet. The Vendor {Contractor} shall make every effort to deploy the control panel in the most convenient location, as designated by NJPBA;

G. The DTV transmitter shall provide front and rear access for all repairs and maintenance.

H. The Vendor {Contractor} shall provide details of any side access required for DTV transmitter maintenance;

I. The DTV transmitter shall be configured as a solid-state UHF transmitter with the following specifications:

    1. Two (2) identical 8VSB modulator exciters, feeding primary and backup intermediate power amplifiers;
    2. Plug-in RF amplifiers with hot-swap power supplies for every RF amplifier;
    3. One (1) external RF Mask filter with current ATSC RF characteristics that shall enable minimum power headroom of 120% of the DTV transmitter's maximum designed power output; and
    4. An HTML control system interface;

J. The DTV transmitter shall be of modular construction consisting of a single or discrete functional cabinets. The DTV transmitter shall be assembled, wired, and tested in the manufacturer's plant to minimize assembly required during installation. For easy identification during maintenance, all DTV transmitter wiring shall have wire numbers at each termination. Interconnection of DTV transmitter cabinets shall be via factory fabricated cables and cable harnesses with factory installed plugs, connectors and terminations;

K. The Vendor {Contractor} shall supply typical DTV transmitter installation drawings and documentation. This documentation shall show, at a minimum, equipment locations, dimensions, weights, heat loads, inside transmission line, and AC power requirements. The Vendor {Contractor} shall supply sufficient wiring and plumbing material to interconnect DTV transmitter modules, as detailed in the DTV transmitter installation drawings;

L. The DTV transmitter shall be tested at the factory before shipment at full rated power, and at NJPBA's stated operating power. Test data shall be recorded and supplied via summary email report to the SCM with the DTV transmitter for future reference;

M. All correctors required for meeting published specifications shall be included in the DTV transmitter. No external correctors shall be required;

N. Complete installation materials including RF and inter-cabinet cabling shall be supplied.

O. The Vendor {Contractor} should supply a complete list of all materials to be supplied with their quote;

P. If the FCC changes its ruling on 8VSB Modulation before the DTV transmitter is delivered, the manufacturer shall supply the DTV transmitter with new OFDM modulators. The NJPBA expects, that since this hardware is still within the Vendor's {Contractor's} facility, any conversion required to test, ship, and install an FCC Compliant DTV transmitter would have been factored into the Vendor's {Contractor's} original quote. Any conversion required at this stage of the fulfillment shall be provided at the originally quoted price;

Q. The complete DTV transmitter, including the entire RF section up to the output switch on the mask filter, but excluding the cooling system, shall be assembled, tested and matched marked at the manufacturer's location. Before shipment by the manufacturer, the DTV transmitter shall be burned in for at least 100 hours of continuous operation. During this period, the DTV transmitter shall run at full rated power using an appropriate digital signal to provide maximum continuous power. The heat run shall include all high power RF components. Test data shall be recorded and included with the DTV transmitter literature package. The NJPBA reserves the right to be present during the final factory testing with transportation and lodging for one person included in the price of the DTV transmitter;

R. The DTV transmitter shall be designed for unattended, remote control operation. Such operation shall be via expansion of the currently operating Statmon Technologies Axess version 6.3 remote control system as explained in Sections 3.5.12 and 3.5.13;

S. The existing Statmon Technologies Axess remote control shall be the primary control point for all systems installed by the Vendor {Contractor}. The control functions associated with the Vendor {Contractor} supplied DTV transmitter will be the secondary control point to the existing Statmon Technologies Axess remote control system. The Vendor {Contractor} shall secure all necessary telemetering, status and control modules, terminals and relay panels to the existing Statmon Technologies Axess remote control system to monitor and control all DTV transmitter parameters and control all DTV transmitter controls which appear at the DTV transmitter remote control terminals;

T. All controls on the DTV transmitter shall be clearly and permanently labeled in English.

3.4 HARDWARE REQUIREMENTS

3.4.1 PRIMARY SYSTEM REQUIREMENTS

The Vendor {Contractor} shall supply primary system requirements including the following:

A. The DTV transmitter will be sized to maintain 105% of rated power output with the loss of one power amplifier module or power supply;

B. New water cooled dummy load; and

C. New RF switching.

To help fulfill the primary system requirements the NJPBA will provide or facilitate the following for the Vendor {Contractor}:

A. The electrical disconnects that supplies the DTV transmitter;

B. Connection points to the existing RF feed lines; and

C. The electrical disconnects that supplies cooling systems.

The tower transmission lines that egress the facility that connect to the main and auxiliary antennas will be reused.

3.4.2 DTV TRANSMITTER (MAIN TRANSMITTER)

The Vendor {Contractor} shall supply the following DTV transmitter hardware:

A. New Solid-State DTV transmitter (main);
    1. ATSC-1 digital television transmitter capable of field migration to the ATSC-3 digital television transmission standard;
    2. The Vendor {Contractor} system shall have the appropriate cooling system as specified in section 3.5.7; and system; and
    3. The Vendor {Contractor} supplied enclosures shall have the capacity to accommodate the hardware, as specified in this Bid Solicitation, as well as, accommodate the necessary hardware spacing capacities when additional power output is required, as part of the standard installation.

B. New Station water cooled dummy load;

C. New RF Switching which shall have the following:

    1. Remote control switching with safety interlocks;
    2. Be designed for ATSC-1 and ATSC-3 operations; and
    3. Operate and support, at a minimum, 120% of the DTV transmitter's maximum designed power output.

D. All cabling, connectors, and fittings required to interconnect the hardware detail above, as well as, provide the necessary interconnect with the appropriate broadcast equipment.

3.4.3 HARDWARE REMOVAL

The Vendor {Contractor} shall remove the existing RF combiner. The NJPBA will provide a dumpster for recycled materials only.

3.4.4 PHYSICAL DIMENSIONS

A. Any award associated with this Bid Solicitation shall require the Vendor {Contractor} to work closely with the NJPBA and its designees. The Vendor {Contractor} shall ensure that the proposed system physically fits within the available space of the transmitter building, associated facilities, and provide the final layout;

B. The Vendor {Contractor} shall supply accurate dimension information for all major equipment and components with its Quote; and

C. The Vendor {Contractor} shall coordinate installation services, under the supervision of the NJPBA, utilizing the Vendors {Contractors} provided through the following Blanket P.O.s:

    1. T2870 - TRANSMISSION FACILITY MANAGEMENT ; and
    2. T0125 – TOWER MAINTENANCE.

3.5 DETAILED TECHNICAL DTV TRANSMITTER SPECIFICATIONS

3.5.1 NJPBA POST AUCTION TECHNICAL INFORMATION

The FCC post-auction technical information for the WNJS-TV facility is as follows:

Facility ID:	48481
The community of license:	Camden, NJ
Service:	DT
Post-Auction Channel:	23
ERP (kW):	281
HAAT (m):	264m
Antenna Pattern Type:	ND
Transition Phase:	Transition Phase:4

3.5.2 NJPBA WNJS-TV FACILITY ANTENNA AND TRANSMISSION LINE SPECIFICATIONS

Existing Main Antenna Detail:

Dielectric:	TFU-30GBHR 06 DC
Channel 23:	Gain 25, 13.98 dB
Channel 22:	Gain 24.5, 13.89 dB
Existing Transmission line:	Dielectric digit line 7 3/16" 75 Ohms
Auxiliary Antenna information:	Dielectric TFU-16DSB-B
Channel 23:	Gain 16.0, 12.04 dB
Existing Auxiliary transmission line:	Andrew MACX Line 3 1/8” 50 ohm

3.5.3 SYSTEM POWER OUTPUT RATING

A. The DTV transmitter and RF system shall be designed to operate at 120% of TPO as required to meet the construction permit ERP, as well as the ERP requirements for ATSC-3 operations; and

B. The DTV transmitter output power shall remain at 105% of the authorized power with the loss of one power amplifier module or power supply.

3.5.4 ELECTRICAL POWER REQUIREMENTS

The DTV transmitter shall be designed to operate on 480V 3-phase power. Ancillary equipment shall operate on 120V single-phase. Ancillary equipment may be connected to the facility-wide UPS at NJPBA's discretion.

3.5.5 DTV TRANSMITTER SYSTEM PERFORMANCE SPECIFICATIONS

A. The DTV transmitter shall meet or exceed specifications in this section while operating at 120% of TPO as required to meet the construction permit ERP, as well as the ERP requirements for ATSC-3 operations;

B. The DTV transmitter must meet FCC Part 15 and Part 73 requirements, passed compliance testing, and been assigned, and labeled with, an FCC Office of Engineering and Technology authorization identifier. Power supplies and digital electronics for all assemblies and subassemblies shall have passed Part 15 unintentional radiator emissions testing and be appropriately labeled;

C. The exciters, exciter pre-corrections, DTV transmitter, and mask filter shall, collectively, meet the following emissions specifications for both ATSC-1 and ATSC 3:

   1. The DTV transmitter shall operate on UHF Channel 23;
   2. The DTV transmitter shall operate at a minimum of 15.5 kilowatts average output power, as required to make the NJPBA’s authorized ERP;
   3. Output connection shall be 50 ohms EIA sized for appropriate power level;
   4. The final DTV transmitter output shall be 50-ohm characteristic impedance;

5. Out of Band Emissions (an overall system including RF Mask filter) shall comply with FCC specified radiation mask in the current FCC Report and Order and shall meet all FCC requirements in effect, as of the date of shipment;
6. Harmonic radiation and Spurious shall be compliant with the current FCC Report and Order;
7. Pilot Phase Noise shall be > 104 dBc @ 20 KHz; and
8. In-band Signal Noise Ratio (SNR) shall be > 32 dB or better.

Consideration will be given to DTV transmitter specifications that incorporate DTS provisions for future simulcast capabilities in either 8VSB or OFDM.

3.5.6 RF OUTPUT SYSTEM

A. The Vendor {Contractor} system shall include two remote control RF Switches. The switches shall be configured to switch from the Main/Stand-by DTV transmitter, main antenna, and auxiliary antenna and dummy load;

B. The final DTV transmitter output and all interior RF lines, coaxial switches, mask filter, and auxiliary antenna shall be 50-ohm characteristic impedance. Note: Only the existing 7 3/16" Dielectric transmission line and main antenna are 75 ohms. The Vendor {Contractor} shall supply a transformer to match the impedance of the existing main transmission line and antenna;

C. An 8-12 pole RF mask filter to ensure compliance with FCC radiation mask shall be included. The filter shall be a low loss design and employ a means of temperature compensation to minimize frequency drift with temperature changes;

D. The mask filter shall be a compact ceiling-mount design built into a frame, with input and output connectors located at convenient locations;

E. Maximum filter group delay shall not exceed 150 nSec across the assigned 6 MHz channel, over an ambient room temperature range of 0°C to + 45°C.;

F. A water-cooled station load shall be provided that is capable of dissipating 120% of the DTV transmitter rated output power under a continuous load. All other loads used or required shall be dry or oil-filled types, not circulating liquid-cooled;

G. The DTV transmitter power output shall be measured through two RF power meters, such as a Keysight N1914A with E9301H sensors supplied by the Vendor {Contractor}. Meter #1 shall monitor forward and reflected RF power into the main antenna, and meter #2 shall monitor forward and reflected RF power into the auxiliary antenna. The meters shall be located in the control/monitoring rack located within the DTV transmitter control room. The Vendor {Contractor} shall provide cabling from the control/monitoring rack to the sensors at sufficient length and through a path specified by the NJPBA. The Vendor {Contractor} shall supply a N191xA-909 dual rack-mount kit to house the power meters in the control/monitoring rack;

H. Station load supplied must exhibit a VSWR of 1.08:1 or better over the frequency range of the DTV channel specified for the wide temperature range experienced in normal operation of this DTV transmitter from cold start-up to full operating temperature;

I. The Vendor {Contractor} shall supply all interconnecting coaxial transmission lines, from the output of final power amplifier to the input of the RF mask filter, patch panel, and station load;

J. The Vendor {Contractor} shall supply directional couplers for the RF output system, after the mask filter, to monitor forward and reflected power. The couplers shall be sufficient to facilitate monitoring, tuning, and testing;

K. The Vendor {Contractor} shall supply two (2) precision calibrated directional couplers. The couplers shall be configured on the output of the system, ahead of the three port patch panel. One coupler will intercept forward power, provide calibration, and other station use. A second coupler shall intercept reflected power;

L. The Vendor {Contractor} shall conduct a sweep for each directional coupler showing both coupling level and directivity spanning a frequency range of 470 MHz through the fifth harmonic; and

M. The RF system provided shall be rated to safely handle 120% of the rated DTV transmitter average and peak power levels.

3.5.7 TRANSMITTER COOLING SYSTEM

3.5.7.1 WATER-COOLING SYSTEM

A. The Vendor {Contractor} shall supply all electrical, plumbing supplies and materials necessary for the installation of the cooling system, including, but not limited to, the following:

1. Hard-line copper piping shall be used for all connections between the DTV transmitter, heat exchanger, and external RF components;
2. Flexible cooling lines acceptable for short interconnections within the DTV transmitter cabinet and dummy load connection;
3. Redundant water pumps and the required automatic and local/remote switching of pumps shall be included;
4. Coolant storage and sump tank shall be included;
5. Coolant level gauge shall be included;
6. Pressure gauges shall be included;
7. Flow rate indicators shall be included;
8. The service liquid pressure shall not be greater than 65 psi;
9. The liquid flow rate shall not be greater than 60 gpm;
10. The cooling system shall use a 50/50 mix of glycol and distilled water;
11. The Vendor {Contractor} shall supply the glycol and distilled water;
12. Outdoor heat exchanger shall be included and rated to a minimum of 120% of the DTV transmitters designed maximum output; and
13. All necessary safety features and alarms for water-cooling shall be provided with feedback back to the control panel and remote control system;

B. The Vendor {Contractor} shall provide all cooling system components, except the pump controller, in NEMA 4x rated enclosures, exterior to the building, on an existing concrete pad and attached to the CMU building exterior. All cooling system components, including pumps and heat exchanger, shall operate on 480V 3-phase power. The cooling system shall be designed to maintain a constant coolant temperature to the DTV transmitter with coolant temperature not to vary by more than +/- 5 degrees C over the outdoor ambient temperature range of -25C to +50C at 0 to 100% relative humidity.

3.5.7.2 TRANSMITTER WATER COOLING SPECIFICATIONS (EXTERNAL)

The Vendor {Contractor} shall provide the DTV transmitter manufacturers' detailed specifications for the DTV transmitter external cooling system with its Quote. At a minimum, the specifications shall include:

A. Delta temperature rise allowed;

B. Recommended water flow (gpm);

C. Service liquid pressure (psi); and

D. DTV transmitter sensible heat load for air conditioning calculations.

3.5.7.3 AIR-COOLING SYSTEM

A. A Vendor {Contractor} proposing air-cooling must also provide an air-conditioning system of sufficient size to mitigate the dissipated heat load of the DTV transmitter. The Vendor {Contractor} shall include and provide for installation of the system in its quote. The Vendor {Contractor} shall only propose air cooling through interior supply/return and air conditioning that allows outside air via positive pressure and filtering;

   1. All necessary fans, filters, redundant fans, ductwork and ductwork installation, shall be included;
   2. Redundant fans are required and shall be equipped with automatic switching; and
   3. The cabinet shall have positive inside pressure;

B. To ensure lowest device temperatures and highest MTBF, a parallel path airflow system shall be used to distribute an equal volume of air at the inlet to each module. Inlet air shall not be passed over more than one module before exiting the cabinet;

C. Removal of any module or combination of modules shall not adversely affect the cooling of the remaining modules, which may be operated indefinitely. Front cover plates or "dummy" modules shall not be required when operating with modules removed. Cooling of the combiners reject loads and power supplies shall not be affected by module removal;

D. For operator comfort and safety, the cabinet cooling system shall be quiet and efficient. The “A” weighted noise level at 1 meter in front of the DTV transmitter shall not exceed 75dB;

E. Air may enter the DTV transmitter cabinet(s) at the top or at the bottom. Exhaust air shall exit the DTV transmitter from the top and be ducted into the DTV transmitter room. Provision for bringing air into the DTV transmitter from outside the building shall also be included in case of failure of the air-conditioning system;

F. All necessary safety features and alarms for air-cooling shall be provided with feedback to the control panel and remote control; and

G. Vendor {Contractor} supplied thermometers shall be installed in the air inlet duct and the air outlet duct. Thermometer display shall be readable from a distance of 8 feet.

3.5.7.4 TRANSMITTER AIR COOLING SPECIFICATIONS

The Vendor {Contractor} shall provide the DTV transmitter manufacturers’ specifications and drawings for the DTV transmitter cooling system. These documents shall include, but not limited to the following:

A. Delta temperature rise allowed;

B. Recommended air flow (cfm);

C. DTV transmitter sensible heat load on the room cooling system; and

D. DTV transmitter external air interlock requirements.

3.5.8 RF AMPLIFIER CHAIN

A. The Vendor {Contractor} amplifier chains shall use a wide-band all solid-state amplifier module type to cover the full UHF band without the need for retuning;

B. Each amplifier module(s) shall be provided protection systems for VSWR, high temperature, and overcurrent of the following:

   1. The currents of all transistors of each amplifier shall be monitored from the front panel of the DTV transmitter;
   2. The high gain RF amplifiers shall use the most current version of the high-reliability transistors biased for Doherty operation;
   3. Amplifier modules shall be accessible from the front of the DTV transmitter and be capable of being changed without reducing drive while on-air (hot swappable) with no RF arcing;
   4. For maximum redundancy, all amplifiers shall utilize parallel devices to prevent complete loss of signal in case of a failure of one of the devices;
   5. RF amplifier modules shall be capable of being lifted by one (1) maintenance individual;
   6. Individual RF amplifier modules shall be capable of being interchanged with any amplifier module in the DTV transmitter without retuning; and
   7. The DTV transmitter shall be fixed so the failure of a single RF amplifier shall result in no loss of the authorized DTV transmitter output power.

3.5.9 COMBINING SYSTEM

A. The Vendor {Contractor} provided amplifier module combining system shall ensure maximum isolation between amplifier outputs;

B. Removal of RF amplifier modules shall not change the performance specifications other than output power level;

C. The PA cabinet shall utilize low loss, in-phase, combiners, and dividers to allow the parallel operation of the solid-state PA modules;

D. In an effort to minimize RF power loss, the combiner system shall not use any coaxial cables in the RF signal path. Coaxial cables feeding reject loads are acceptable;

E. The module combiner shall utilize circulators or other means to protect each PA module from damaging VSWR conditions due to improper connection to load or antenna, or other faults that may create high VSWR;

F. Reject load resistors for the combiners shall be sized to allow continuous on-air operation with any combination of operative and inoperative modules. If utilized, reject loads within amplifier cabinets shall be easily-accessible for testing and repair/replacement; and

G. If multiple amplifiers cabinets are required, the Vendor {Contractor} shall provide with its Quote a complete installation and operating details for combining the cabinets into a single output.

3.5.10 POWER SUPPLIES

The Vendor {Contractor} shall provide a system that includes power supply redundancy for the RF amplifier modules.

A. The output voltage of the power supplies shall operate and meet all performance specifications at line voltages ranging from +20 to -40 percent;

B. The power supplies shall be plug-in modules and be easily and safely replaceable during normal DTV transmitter operation without the need to remove AC power from the DTV transmitter;

C. All power supplies shall have protection from overvoltage and overcurrent;

D. A thermal cut-off system shall be provided for each amplifier power supply;

E. If the DTV transmitter is water cooled, and the power supplies are water cooled, the power supplies shall be water cooled by the same cooling system as the RF Amplifiers;

F. The power supplies shall be more than 80% efficient;

G. The overall DTV transmitter system power factor shall be at least 0.95;

H. The DTV transmitter and power supplies shall be capable of surviving, without damage; AC line voltage transients meeting the criteria of industry standard test ANSI C62.41 (formerly IEEE-587). Upon request, data verifying this capability shall be supplied;

I. All DC power supplies shall ramp up to full voltage to reduce stress and limit inrush current. This shall be accomplished in less than 2 seconds from DTV transmitter turn-on;

J. The failure of a single power supply shall result in no loss of the DTV transmitter power output; and

K. The power supplies shall provide compliance with electromagnetic emissions and immunity for industrial environments as determined by IEC/EN 6100-4 series generic standards.

3.5.11 EXCITERS

A. The Vendor {Contractor} shall provide a DTV transmitter equipped with two (2) identical DTV 8VSB solid-state modulator/exciters configured for main and standby with auto-switchover operation upon failure of one of the exciters;

B. The 8VSB Digital TV exciters shall perform the full conversion from 19.39 Mb/s transport stream to 8VSB modulated carrier. Exciter shall perform frame synchronization, data randomization, Reed-Solomon encoding, data interleaving, Trellis coding, and DTV segment and field sync insertion, pilot insertion and VSB filtering;

C. The 8VSB exciter shall be fully compliant with the ATSC A/53 Standard (8-VSB Signal Format) with a field upgrade path to ATSC-3;

D. The exciter data input shall consist of an 8-VSB 19.39 Mb/s data stream supplied to a 75ohm BNC input through the SMPTE 310M or ASI standard interface. The exciter inputs shall accept a field upgrade path to ATSC-3;

E. The exciters shall be 100 percent solid state and use the most modern state-of-the-art digital signal processing techniques to assure the highest possible performance and reliability;

F. Exciter switching shall be provided which shall be controlled either locally or by remote control;

G. A status indicator shall be provided indicating which exciter is online. Status contact closures shall be provided for remote indication of exciter selected;

H. The DTV transmitter shall be capable of meeting all technical specifications detailed herein while operating on either exciter;

I. Frequency stability with internal reference shall be +/- 200Hz per month or better;

J. Each exciter shall be capable of utilizing an external reference input suitable for DTS/SFN operations;

K. The Vendor {Contractor} shall supply a GPS disciplined oscillator receiver with an external antenna that includes four (4) 1PPS & 10MHz outputs. Outputs shall be used to synchronize the DTV transmitter and signal distribution support equipment;

L. The Vendor {Contractor} shall supply an exciter (with no correction) shall be capable of -35 dB signal to noise ratio;

M. The shoulder rejection (with no correction) shall be better than -50 dB;

N. Each exciter shall include automatic digital adaptive pre-correction. This pre-correction shall monitor the output DTV transmitter signal, adjust its internal correction circuitry and digitally compensate for the DTV transmitter output distortions. The output signal shall be correct at all power levels while utilizing this pre-correction;

O. The adaptive pre-correction circuitry shall be switchable between Fixed and Automatic;

P. Each exciter shall include digital non-linear pre-correction capable of fully meeting specifications without the need for any analog pre-correction;

Q. The Vendor {Contractor} shall supply an exciter designed for minimum set-up and adjustment time;

R. Pre-correction and post-correction signal metrics shall be monitored via the exciter monitoring port. Monitoring values shall include but are not limited to, spectrum analyzer view, scalar values (shoulder levels, SNR, MER, pilot ratio, etc.), 8-VSB eye pattern, AM-AM, AM-PM, group delay; and

S. The Vendor {Contractor} shall supply any necessary module or card extenders and test cables required to service any of the equipment supplied.

The capability to put in fixed amounts of group delay correction to correct for components in the RF transmission line system and the antenna is desirable and shall be given preference.

3.5.12 <u>TRANSMITTER CONTROL/MONITORING SYSTEM</u>

A. The Vendor {Contractor} shall supply a DTV transmitter with a microprocessor-based control/monitoring system using the latest technology and design. The DTV transmitters' Web GUI shall be viewed on a PC running a standard web browser;

B. The Vendor {Contractor} shall provide all power supplies and power amplifiers that have its own internal protection circuitry that would allow the DTV transmitter to operate at normal output power with the CPU removed;

C. The commands for Transmitter On, Transmitter Off, Power raise/lower, and Reset shall be discrete;

D. The DTV transmitter shall, at a minimum, monitor the following parameters and provide the same status points to the existing Statmon remote control system:

1. Alarms;
2. Power Output;
3. VSWR;
4. Power transistor currents;
5. Amplifier status;
6. Power supply status; and
7. Interlocks;

E. The DTV transmitter shall have the following indications available on the remote control system for each amplifier and provide the same status points to the existing Statmon remote control system:

1. Fault;
2. VSWR;
3. Temperature;
4. Overvoltage;
5. Module Present; and
6. FET failure;

F. The Vendor {Contractor} supplied control system shall contain a diagnostic help system which records time and date coding of DTV transmitter status changes to assist in identifying faults. The DTV transmitter control system shall provide DTV transmitter protection for the following:

1. Excessive VSWR;
2. Excessive DTV transmitter temperature;
3. Loss of DTV transmitter cooling;
4. Loss of external ventilation or air pressure; and
5. Loss of station load cooling;

G. VSWR fold back circuitry shall be provided, allowing uninterrupted operation at reduced power if VSWR slowly increases beyond a preset point. As VSWR increases, forward power shall be reduced automatically to maintain a constant level of reflected power. Decreasing VSWR shall cause the power level to increase until the original output power is restored; and

H. The Vendor {Contractor} shall supply battery backup of the control logic memory, or non-volatile memory, and shall be provided to ensure that the DTV transmitter shall return to its mode of operation immediately preceding an AC power failure of any duration.

3.5.13 REMOTE CONTROL

A. All Vendor {Contractor} supplied control, metering and status points shall also be brought to a common point for convenient wiring to the existing Statmon Technologies Axess remote control system;

B. The specific parameters/channels required for remote monitoring and control of the Vendor {Contractor} supplied DTV transmitter and RF systems shall include but are not limited to the following:

1. DTV transmitter forward power;
2. DTV transmitter reflected power pre-filtering;
3. DTV transmitter final forward power to the antenna;
4. Transport stream status for each exciter;
5. Cooling system status and control, including active pump, pump reset, the presence of flow, coolant temperature; and
6. RF switching system status and control.

3.5.14 TRANSMITTER EFFICIENCY

The Vendor {Contractor} shall supply as part of its Quote, an overview of typical overall plant efficiency for the DTV transmitter supplied, operating full rated power and at TPO necessary to obtain licensed ERP average DTV power.

3.5.15 EQUIPMENT HEAT RADIATION

The Vendor {Contractor} shall supply detailed manufacturer information regarding heat load to building from all DTV transmitter cabinets and parts to be located interior to the building.

This information shall be supplied with its Quote and shall also be used by the Vendor {Contractor} to determine air conditioning requirements.

3.5.16 ENVIRONMENTAL REQUIREMENTS

The DTV transmitter shall operate satisfactorily and maintain all required performance detailed in these specifications over the range of environmental conditions listed in this section.

Ambient Temperature:	0°C to +45°C
Ambient Humidity Range:	0 to 95% (non-condensing relative humidity
Altitude Range:	Sea level to 7500 ft. above mean sea level

3.5.17 TRANSMITTER INSTALLATION AND CHECK-OUT

A. The DTV transmitter shall be installed by the Vendor {Contractor}. Installation shall include off-loading from the delivery vehicle and placement of all components;

B. The Vendor {Contractor} and DTV transmitter Manufacturer shall provide a qualified engineer to supervise the off-loading of equipment;

C. The Vendor {Contractor} shall assure that the DTV transmitter manufacturer provides qualified field engineer(s)/technician(s) at the DTV transmitter site to perform a final checkout, proof of performance and commissioning of the installed DTV transmitter. The Vendor {Contractor} shall assure that the field service personnel are available at the appropriate time and for the length of time required for complete final system check out; and

D. The Vendor {Contractor} shall assure that the manufacturer's field engineer/technician demonstrate proper operation of all modes of the DTV transmitter and perform detailed and complete proof of performance measurements in the presence of station personnel. The Vendor {Contractor} shall submit this proof of performance report in duplicate to the NJPBA.

3.5.18 TEST AND MONITORING EQUIPMENT PACKAGE

The Vendor {Contractor} shall provide and install the following specific or equivalent equipment as a package, as listed below, and integrated and installed in a rack (matching the DTV transmitter cabinet at the DTV transmitter sites). The Vendor {Bidder} shall provide all necessary integration (i.e., including DA's, splitters, switchers, cables, blank panels, power strip, etc.). The system shall be able to monitor, via simple switching, the ATSC signal at various points (i.e., incoming from STL, DA, Exciters, DTV transmitter outputs, Combiner output, etc.). The items required for a typical Test and Monitoring Equipment Package are as follows:

Quantity	Test Device	Test Equipment
1	8VSB Signal Analyzer	Tektronix Model RSA5000B analyzer

1	Waveform Monitor	Imagine TVM9150PKG-EJ3 with options TVM-VTM-SDI-H-F TVM-VTM-ASI-F TVM-A^3-OPT 3TO5F DRC-2A, BLK-1
1	Video Monitor	SONY BVME171
1	Audio Monitor	Wohler AMP1-8-M audio decoder/monitor
1	AVP AV-D232E1-AMN75	1 RU patch panel and 5 patch cords
2	Keysight N1914A	Single channel power meter
4	Keysight E9301H	Power sensors with cables
2	19" EIA equipment racks with front and rear 10-32 tapped rails and a rear door. The racks should be the same height, color scheme, and finish as the specified transmitter. The equipment racks will be installed adjacent to the DTV transmitter in the transmitter control room.	

3.6 RF SWITCHING AND TRANSMISSION LINE COMPONENTS

3.6.1 RF SWITCHES

A. The Vendor {Contractor} shall supply and install two remotely-controlled 4-port coaxial transfer switches with EIA flange connections matching of the same size as RF interconnection transmission lines (no adapters/reducers), and a compatible switch controller. The switches and controller shall allow for switching between the main and standby DTV transmitter, main and auxiliary antennas, and station test load;

B. Unused switch ports shall be terminated with a 50-ohm load capable of dissipating 50 watts minimum;

C. The switch motors and switch controller shall operate on 120V AC power. The switch logic/controls shall operate at 12V or 24V DC;

D. The switch controller shall provide the following logic outputs as individual dry relay contact closures:

1. Main DTV transmitter to main antenna;
2. Main DTV transmitter to auxiliary antenna;
3. Main DTV transmitter to test load;
4. Backup DTV transmitter to main antenna;
5. Backup DTV transmitter to auxiliary antenna;
6. Backup DTV transmitter to test load;
7. Remote Control Enabled; and
8. Local Control Enabled.

E. The switch controller shall have logic inputs activated by an external pull-to-ground closure not to exceed 12VDC at 10 mA to perform the following functions automatically, each via a single closure:

1. Main DTV transmitter to main antenna;

2. Backup DTV transmitter to auxiliary antenna;
3. Main DTV transmitter to main antenna;
4. Backup DTV transmitter to test load;
5. Backup DTV transmitter to main antenna;
6. Main DTV transmitter to auxiliary antenna;
7. Backup DTV transmitter to test load; and
8. Main DTV transmitter to test load.

F. The antenna switch controller shall prevent movement of any switch through which RF power is flowing (no "hot switching"). The switch controller shall be hard-wire interlocked with the main and backup DTV transmitters such that RF output is disabled during switch movement. The switch controller and any external couplers/detectors necessary shall sense RF power entering the main and backup DTV transmitter switch ports and shall prevent movement of the switch(es) if DTV transmitter power is sensed. Hardwired interlocks and time delays are required per above but are not a substitute for power sensing; and

G. The switch controller shall have front-panel indicators for current switch positions, pushbutton switches to control switch positions, and a three-position key switch for control modes (local only, remote + local, disable).

3.6.2 MEASUREMENT / OPTIMIZATION OF FEED LINE

A. The Vendor {Contractor} shall provide a field engineer or an appointed representative to make and document on-site field measurements of the overall performance of the transmission line utilizing a Hewlett Packard network analyzer or equivalent equipment;

B. The Vendor {Contractor} provided field engineer shall provide preliminary documentation of the system performance measurements at the time tests are made and provide a full report to NJPBA representative within 30 to 45 days after the completion of the work;

C. The field engineer shall be prepared to optimize the transmission line system if necessary so that the VSWR does not exceed 1.08:1; and

D. The transmission line and related components shall be packed to minimize the possibility of damage of any kind during shipment, unloading and on-site preparation.

3.7 FILTERING TO PROTECT LAND MOBILE STATIONS

A. Vendor {Contractor} is advised that there are co-located and nearby Land Mobile Radio stations operating in the "T-band" UHF spectrum. The Camden facility is within the Philadelphia T-Band allocations, specifically channel 19 (500-506 MHz) and channel 20 (506-512 MHz); and

B. The Vendor {Contractor} shall provide any necessary filtering of the Channel 23 signal as may be required to protect T-band operations located at the site and within a five (5) mile radius. Any T-band receiver within the protected area, which experiences an elevation in the ambient noise floor at the receiver frequency, shall be considered to be adversely affected. The Vendor {Contractor} shall take whatever steps, including adding/altering filtering of the WNJS-TV transmitter, to suppress the noise accordingly while not adversely affecting the quality of the transmitted TV signal or incurring additional losses that result in the transmission system no longer meeting the 120% headroom specification herein. The provisions of this T-Band protection section shall extend for a period of 24-months after final acceptance.

3.8 FIELD UPGRADE/CONVERSION (ATSC-1 TO ATSC-3)

A. The Vendor {Contractor} shall supply a field upgrade or conversion plan that will facilitate any required migration from ATSC-1 to ATSC-3. The field conversion shall include, at a minimum, the following:

1. Overview of tasks and items required for the field conversion;
2. A detailed description of the items required to perform the field conversion, at a minimum, NJPBA will require the following;
3. Exciter conversion to ATSC-3;
4. RF Amplifier module(s) required to maintain ERP for ATSC-3 RF power requirements;
5. Additional parts required to install RF Amplifier(s) required for ATSC-3;
6. Additional AC/DC Power supplies required to maintain TPO/ERP requirements;
7. Parts required to install AC/DC Power supplies for ATSC-3;
8. RF components required for conversion to ATSC-3 (provide a separate list of required components); and
9. The Vendor {Contractor} shall provide estimated costs for labor required for factory field support to convert to ATSC-3;
    a. Labor Costs are broken down by Hour per Labor Category; and
    b. The State will not reimburse the Vendor {Contractor} for Transportation, Lodging, Meals, or Expenses;

D. The Vendor {Contractor} shall provide the necessary quantities of items required to perform the field conversion;

E. The Vendor {Contractor} shall provide tools required to perform the field conversion;

F. The Vendor {Contractor} shall provide detailed instructions of the methods to perform the field conversion;

G. The Vendor {Contractor} shall provide description of any preliminary testing before integrating the field conversion;

H. The Vendor {Contractor} shall provide description of any post-integration testing of the field conversion; and

I. The Vendor {Contractor} shall provide and have access to Technical Support (i.e. Toll-Free Dial-Up, Internet Portal, etc.).

3.9 SPARE PARTS KITS

A. The Vendor {Contractor} shall provide a list of typical field replacement components for an optional spare parts kit(s). The Vendor {Contractor} should note the use or requirement of sub-assemblies for driver stages, exciters, or controllers. Any consumable items, such as air filters, shall be noted in the spare parts list; and

B. If required; the NJPBA shall order a spare parts kit separately and as directed by the NJPBA SCM.

3.9.1 SPARE PARTS KITS

The Vendor {Contractor} shall offer NJPBA the following spare parts kits on an “as needed” basis:

Spares Kit	Quantity
RF Amplifier Module	One (1) per kit
AC/DC Power Supply Modules	As required to supply power to one (1) RF Amplifier
Spare pump	One (1) per kit

Spare hose and fittings	As required
Spare seals, gaskets, and screens for all cooling system	One (1) set per kit
Spare fuses for all installed systems	One (1) set per kit
Air Filters	One (1) set per kit

3.9.2 SPARE KITS IMPLEMENTATION

The Vendor {Contractor} provided spare parts kit(s) shall include the following implementation support items:

A. Access to Technical Support (i.e., Toll-Free Dial-Up, Internet Portal, etc.) to assist in diagnoses of a problem and installation support for each field spares kit;

B. Description and part numbers (SKUs) of field spare kit;

C. Detail any unique tools required to install field spares kit;

D. Detailed instructions to install field spares; and

E. Detailed instructions to return the defective device.

3.10 ACCEPTANCE TESTING

Upon completion of the entire system listed in this Bid Solicitation, the Vendor {Contractor} shall perform a complete Proof-of-Performance test to verify compliance with FCC regulations pertaining to DTV channel allotment and in-band signal characteristics as described in ATSC document A/64B. https://www.atsc.org/recommended-practice/a64b-transmission-measurement-and-compliance-for-digital-television/

3.11 WARRANTY, SUPPORT, AND DOCUMENTATION

3.11.1 WARRANTY

A. The Vendor {Contractor} shall confirm that the system's DTV transmitters provided in response to this Bid Solicitation include a two (2) year warranty;

B. The Vendor {Contractor} shall confirm the manufacturer shall warrant the DTV transmitter to be free from defects in material and workmanship under normal use and service for a period of two (2) years from the date of successful completion of the on-site proof of performance test, to include parts, labor, transportation, and lodging when necessary;

C. The Vendor {Contractor} shall confirm that the combiners, transmission lines, and antennas provided in response to this Bid Solicitation include a five (5) year warranty;

D. The Vendor {Contractor} shall confirm that all the items in the test equipment package include a one (1) year warranty, refer to Section 3.5.18 of this Bid Solicitation;

E. The Vendor {Contractor} shall supply a kit of recommended spare parts for the DTV transmitter. The spare parts kit(s) shall include any major DTV transmitter parts that may not be easily obtainable through a typical electronics or parts supply house, refer to Section 3.5 of this Bid Solicitation; and

F. The Vendor {Contractor} shall confirm that all the items in the spares parts kit(s) include the same warranty as the devices they replace (i.e., spare combiner has a five (5) year warranty, spares for test equipment has a one (1) year warranty, etc.), refer to Section 3.5 of this Bid Solicitation.

3.11.2 SUPPORT

A. The Vendor {Contractor} shall confirm that the replacement parts and components will be available from the manufacturer on a regular and emergency basis 24 hours per day, 365 days per year for a minimum of 15 years from the date of purchase;

B. The Vendor {Contractor} shall confirm that the replacement parts stocked in at least one (1) North American location; and

C. The Vendor {Contractor} shall confirm that NJPBA has access to an established field service organization capable of supplying technical assistance via telephone, fax or internet on a regular and emergency basis 24 hours per day 365 days per year. Vendor {Contractor} shall confirm that the established field service organization is capable of providing on-site technical assistance within 24 hours of such request including weekends, holidays, etc.

3.11.3 DOCUMENTATION

3.11.3.1 SYSTEM DOCUMENTATION

A. The Vendor {Contractor} shall deliver the DTV transmitter system with three (3) hardcopy sets and three (3) electronic sets of manuals, no later than 90 days after Blanket P.O. award or upon delivery of DTV transmitter to the project site, whichever is sooner; and

B. Final documentation must include full schematics for all equipment whether manufactured by the Vendor {Contractor} or the Original Equipment Manufacturer (OEM), block diagrams, interconnection/wiring diagrams, detailed theory of operation, detailed troubleshooting procedures. Parts list/bill of materials showing the original manufacturer and part number for all components. The Vendor's {Contractor's} internal/proprietary part numbers shall not substitute for the actual manufacturer/part number). Schematics and parts list/BOM must use matching component and assembly identifiers.

3.12 SCOPE OF WORK WNJB

3.13 OVERVIEW

The New Jersey Public Broadcasting Authority (NJPBA) is replacing the NJPBA's WNJB (TV) Transmission Facility (facility) Channel 8, as the transmitter has reached the end of life support for replacement parts. The NJPBA WNJB (TV) facility is located on 7 Geiger Lane in Warren Twp., New Jersey.

The intent of these specifications is to solicit bids for all equipment, hardware, and installation services necessary to commence DTV operations at the NJPBA WNJB (TV) facility during the term of the awarded contract.

The Vendor {Contractor} shall provide all equipment, hardware, installation, warranty, and support services, as specified, within this Bid Solicitation.

3.14 DECOMMISSIONING, INSTALLATION, INTEGRATION, AND TESTING

A. The Vendor {Contractor} shall be knowledgeable and experienced in the latest state-of-the-art lightning protection, grounding techniques and practices as required by the radio-communications industry;

B. At a minimum, all work was done by the Vendor {Contractor} must adhere to the standards of the following organizations:

1. American Institute of Steel Construction (AISC);
2. American National Standards Institute (ANSI);
3. Federal Communication Commission (FCC);
4. Federal Aviation Administration (FAA);
5. National Fire Protection Association (NFPA);
6. National Electrical Code (NEC); and
7. Telecommunications Industry Association (TIA).

3.14.1 DECOMMISSIONING, INSTALLATION, AND INTEGRATION RESPONSIBILITIES: VENDOR {BIDDER}

A. The Vendor {Contractor}, under the supervision of the NJPBA, shall provide a construction plan for the equipment decommissioning, supplying, installing, integrating, and commissioning of the new DTV transmitter.

B. The Vendor {Contractor} shall decommission and remove remaining portions of the NJPBA Channel 8 analog transmission equipment, including, but not limited to, the following:

1. Liquid cooling system; and
2. Overhead RF filters.

C. The Vendor {Contractor} shall install the following:

1. Overhead mask filter;
2. All associated transmission lines and coaxial switches;
3. Connect transmission lines to the coaxial switches; and
4. A new cooling system, which at a minimum shall include:
    a. Flow meters;
    b. Valves;
    c. Heat exchanger;
    d. Pumps;
    e. Tanks; and
    f. Interior and exterior coolant plumbing.

The Vendor {Contractor} shall install the new DTV transmitter and rack-mounted hardware in the location provided by the NJPBA.

The Vendor {Contractor} shall install a transmission line from the transmitter to the mask filter input and from the mask filter output to coaxial switches.

The Vendor {Contractor} shall make final connections from the cooling system supply/return to the transmitter and complete the final connections of the RF system and power to the transmitter.

The Vendor {Contractor} shall configure and test the DTV transmitter controls and perform final system optimizing and testing. System testing shall include pre-correction, antenna system sweeps, and RF proof of performance.

3.14.2 DECOMMISSIONING, INSTALLATION, AND INTEGRATION RESPONSIBILITIES: NJPBA

The NJPBA shall remove the transmitter tubes from the transmitter, including the shipping of these materials to the manufacturer.

Prior to demolition, the NJPBA shall drain and flush the analog transmitter cooling system. The NJPBA shall supply and manage refuse and recycling containers.

The NJPBA shall provide interior and exterior coolant plumbing supply and return lines stubbed out to the vicinity of the new transmitter and coolant exchange unit locations.

The NJPBA shall install power branch circuits and disconnects to the transmitter and coolant exchange locations. The transmitter is currently powered by a Staco voltage regulator and surge suppression system that will be provisioned for this project by the NJPBA.

The NJPBA shall provide a licensed electrician for on-site electrical wiring.

3.15 SYSTEM REQUIREMENTS

A. The Vendor {Contractor} supplied DTV transmitter shall consist of the following components:

1. A system control cabinet;
2. Water cooled solid-state power amplifier cabinet(s); and
3. RF system, including the following:

    a. FCC mask filters;
    b. Interconnecting RF lines;
    c. Directional couplers;
    d. Reject loads;
    e. Two remote control RF switches with safety interlocks; and
    f. Water cooled test load.

B. The DTV transmitter shall generate high-quality signals for the transmission of the ATSC-1, 8-VSB digital television standard, and shall be in accordance with all applicable FCC regulations and Electronic Industries Alliance (EIA) standards, on any specified Very High Frequency (VHF) channel, 7 through 13. The DTV transmitter shall be designed to transmit the 19.39 Mb/s digital signals, via either a SMPTE 310M or an Asynchronous Serial Interface (ASI) input;

C. The DTV transmitter shall be designed for continuous operation on Channel 8 at an average power level of up to 7 kW. - or greater - as may be required to meet the authorized Effective Radiated Power (ERP) or future ATSC-3 standard measured at the output of the mask filter. In conjunction with the line and antenna, the WNJB-TV system must produce 40.82kW ERP, calculated using the RMS gain of the antenna;

D. The DTV transmitter shall be a current production model and be of new construction with the highest technical standards and modern state of the art techniques for the highest possible reliability and state-of-the-art performance. The specific series of DTV transmitter shall be documented prior to delivery, to comply with current FCC regulations for the appropriate operating power, including FCC type acceptance;

E. All active components in the DTV transmitter shall be solid state including the final power amplifier stages. The final RF amplifier stages shall be 100% solid state using high-reliability transistors configured with identical, parallel amplifier modules. The DTV transmitter efficiency shall be optimized by the use of Doherty Amplifier stages;

F. All inputs, RF sample connections, and remote control connections shall be provisioned to one control cabinet. The Vendor {Contractor} shall make every effort to deploy the control panel in the most convenient location, as designated by NJPBA;

G. The DTV transmitter should provide front and rear access for all repairs and maintenance.

H. The Vendor {Contractor} shall provide details of any side access required for DTV transmitter maintenance;

I. The DTV transmitter shall be configured as a solid-state VHF transmitter with the following specifications:

   1. Two (2) identical 8VSB modulator exciters, feeding primary and backup intermediate power amplifiers;
   2. Plug-in RF amplifiers with hot-swap power supplies for every RF amplifier;
   3. One (1) external RF Mask filter with current ATSC RF characteristics that shall enable minimum power headroom of 120% of the DTV transmitter's maximum designed power output; and
   4. An HTML control system interface;

J. The DTV transmitter shall be of modular construction consisting of a single or discrete functional cabinets. The DTV transmitter shall be assembled, wired, and tested in the manufacturer's plant to minimize assembly required during installation. For easy identification during maintenance, all DTV transmitter wiring shall have wire numbers at each termination. Interconnection of DTV transmitter cabinets shall be via factory fabricated cables and cable harnesses with factory installed plugs, connectors and terminations;

K. The Vendor {Contractor} shall supply typical DTV transmitter installation drawings and documentation. This documentation shall show, at a minimum, equipment locations, dimensions, weights, heat loads, inside transmission line, and AC power requirements. The Vendor {Contractor} shall supply sufficient wiring and plumbing material to interconnect DTV transmitter modules, as detailed in the DTV transmitter installation drawings;

L. The DTV transmitter shall be tested at the factory before shipment at full rated power, and at NJPBA's stated operating power. Test data shall be recorded and supplied with the DTV transmitter for future reference;

M. All correctors required for meeting published specifications shall be included in the DTV transmitter. No external correctors shall be required;

N. Complete installation materials including RF and inter-cabinet cabling shall be supplied.

O. The Vendor {Contractor} should supply a complete list of all materials to be supplied with their quote;

P. If the FCC changes its ruling on 8VSB Modulation before the DTV transmitter is delivered, the manufacturer shall supply the DTV transmitter with new OFDM modulators. The NJPBA expects, that since this hardware is still within the Vendor's {Contractor's} facility, any conversion required to test, ship, and install an FCC Compliant DTV transmitter would have been factored into the Vendor's {Contractor's} original quote. Any conversion required at this stage of the fulfillment shall be provided at the originally quoted price;

Q. The complete DTV transmitter, including the entire RF section up to the output switch on the mask filter, but excluding the cooling system, shall be assembled, tested and matched marked at the manufacturer's location. Before shipment by the manufacturer, the DTV transmitter shall be burned in for at least 100 hours of continuous operation. During this period, the DTV transmitter shall run at full rated power using an appropriate digital signal to provide maximum continuous power. The heat run shall include all high power RF components. Test data shall be recorded and included with the DTV transmitter literature package. The NJPBA reserves the right to be present during the final factory testing with transportation and lodging for one person included in the price of the DTV transmitter;

R. The DTV transmitter shall be designed for unattended, remote control operation. Such operation shall be via expansion of the currently operating Statmon Technologies Axess version 6.3 remote control system;

S. The existing Statmon Technologies Axess remote control shall be the primary control point for all systems installed by the Vendor {Contractor}. The control functions associated with the Vendor {Contractor} supplied DTV transmitter will be the secondary control point to the existing Statmon Technologies Axess remote control system. The Vendor {Contractor} shall secure all necessary telemetering, status and control modules, terminals and relay panels to the existing Statmon Technologies Axess remote control system to monitor and control all DTV transmitter parameters and control all DTV transmitter controls which appear at the DTV transmitter remote control terminals;

T. All controls on the DTV transmitter shall be clearly and permanently labeled in English; and

3.16 HARDWARE REQUIREMENTS

3.16.1 PRIMARY SYSTEM REQUIREMENTS

The Vendor {Contractor} shall supply primary system requirements including the following:

A. The DTV transmitter will be sized to maintain 105% of rated power output with the loss of one power amplifier module or power supply;

B. New water cooled dummy load; and

C. New RF switching.

To help fulfill the primary system requirments the NJPBA will provide or facilitate the following for the Vendor {Contractor}:

A. The electrical disconnects that supplies the DTV transmitter;

B. Connection points to the existing RF feed lines; and

C. The electrical disconnects that supplies cooling systems.

The tower transmission lines that egress the facility that connect to the main and auxiliary antennas will be reused.

3.16.2 DTV TRANSMITTER (MAIN TRANSMITTER)

The Vendor {Contractor} shall supply the following DTV transmitter hardware:

A. New Solid-State DTV transmitter (main);
    1. ATSC-1 digital television transmitter capable of field migration to the ATSC-3 digital television transmission standard;
    2. The Vendor {Contractor} system shall have the appropriate cooling system as specified in section 3.16.7; and system; and
    3. The Vendor {Contractor} supplied enclosures shall have the capacity to accommodate the hardware, as specified in this Bid Solicitation, as well as, accommodate the necessary hardware spacing capacities when additional power output is required, as part of the standard installation.

B. New Station water cooled dummy load;

C. New RF Switching which shall have the following:

1. Remote control switching with safety interlocks;
2. Be designed for ATSC-1 and ATSC-3 operations; and
3. Operate and support, at a minimum, 120% of the DTV transmitter's maximum designed power output.

D. All cabling, connectors, and fittings required to interconnect the hardware detail above, as well as, provide the necessary interconnect with the appropriate broadcast equipment.

3.16.3 HARDWARE REMOVAL

The Vendor {Contractor} shall remove the existing RF combiner. The NJPBA will provide a dumpster for recycled materials only.

3.16.4 PHYSICAL DIMENSIONS

A. Any award associated with this Bid Solicitation shall require the Vendor {Contractor} to work closely with the NJPBA and its designees. The Vendor {Contractor} shall ensure that the proposed system physically fits within the available space of the transmitter building, associated facilities, and provide the final layout;

B. The Vendor {Contractor} shall supply accurate dimension information for all major equipment and components with its Quote; and

C. The Vendor {Contractor} shall coordinate installation services, under the supervision of the NJPBA, utilizing the Vendors {Contractors} provided through the following Blanket P.O.s:

1. T2870 - TRANSMISSION FACILITY MANAGEMENT ; and
2. T0125 – TOWER MAINTENANCE.

3.17 DETAILED TECHNICAL DTV TRANSMITTER SPECIFICATIONS

The FCC technical information for the WNJB-TV facility is as follows:

Facility ID:	48457
The community of license:	NEW BRUNSWICK, NJ
Service:	DT
Service Channel:	8
ERP (kW):	40.82
HAAT (m):	218m
Antenna Pattern Type:	H

3.17.1 NJPBA WNJB-TV FACILITY ANTENNA AND TRANSMISSION LINE SPECIFICATIONS

Existing Main Antenna Detail:

Dielectric:	TFU-32GTH/6HV-R 06/S190
Channel 8:	Gain 11.4, 10.57 dB

Existing Transmission line:	Dielectric digit line 1 5/8" 50 Ohms
Auxiliary Antenna information:	Dielectric TLS-1V4

Channel 8: Gain 5.29, 7.24 dB
Existing Auxiliary transmission line: Andrew MACX Line 1 5/8” 50 ohm

3.17.2 SYSTEM POWER OUTPUT RATING

A. The DTV transmitter and RF system shall be designed to operate at 120% of TPO as required to meet the construction permit ERP, as well as the ERP requirements for ATSC-3 operations; and

B. The DTV transmitter output power shall remain at 105% of the authorized power with the loss of one power amplifier module or power supply.

3.17.3 ELECTRICAL POWER REQUIREMENTS

The DTV transmitter shall be designed to operate on 480V 3-phase power. Ancillary equipment shall operate on 120V single-phase. Ancillary equipment may be connected to the facility-wide UPS at NJPBA's discretion.

3.17.4 DTV TRANSMITTER SYSTEM PERFORMANCE SPECIFICATIONS

A. The DTV transmitter shall meet or exceed specifications in this section while operating at 120% of TPO as required to meet the construction permit ERP, as well as the ERP requirements for ATSC-3 operations;

B. The DTV transmitter must meet FCC Part 15 and Part 73 requirements, passed compliance testing, and been assigned, and labeled with, an FCC Office of Engineering and Technology authorization identifier. Power supplies and digital electronics for all assemblies and subassemblies shall have passed Part 15 unintentional radiator emissions testing and be appropriately labeled;

C. The exciters, exciter pre-corrections, DTV transmitter, and mask filter shall, collectively, meet the following emissions specifications for both ATSC-1 and ATSC 3:
   1. The DTV transmitter shall operate on UHF Channel 8;
   2. The DTV transmitter shall operate at a minimum of 7 kilowatts average output power, as required to make the NJPBA’s authorized ERP;
   3. Output connection shall be 50 ohms EIA sized for appropriate power level;
   4. The final DTV transmitter output shall be 50-ohm characteristic impedance;
   5. Out of Band Emissions (an overall system including RF Mask filter) shall comply with FCC specified radiation mask in the current FCC Report and Order and shall meet all FCC requirements in effect, as of the date of shipment;
   6. Harmonic radiation and Spurious shall be compliant with the current FCC Report and Order;
   7. Pilot Phase Noise shall be > 104 dBc @ 20 KHz; and
   8. In-band Signal Noise Ratio (SNR) shall be > 32 dB or better.

Consideration will be given to DTV transmitter specifications that incorporate DTS provisions for future simulcast capabilities in either 8VSB or OFDM.

3.17.5 RF OUTPUT SYSTEM

A. The Vendor {Contractor} system shall include two remote control RF Switches. The switches shall be configured to switch from the Main/Stand-by DTV transmitter, main antenna, and auxiliary antenna and dummy load;

B. The final DTV transmitter output and all interior RF lines, coaxial switches, mask filter, and auxiliary antenna shall be 50-ohm characteristic impedance.

C. An RF 8 pole mask filter to ensure compliance with FCC radiation mask shall be included. The filter shall be a low loss design and employ a means of temperature compensation to minimize frequency drift with temperature changes;

D. The mask filter shall be a compact ceiling-mount design built into a frame, with input and output connectors located at convenient locations;

E. Maximum filter group delay shall not exceed 150 nSec across the assigned 6 MHz channel, over an ambient room temperature range of 0°C to + 45°C.;

F. A water-cooled station load shall be provided that is capable of dissipating 120% of the DTV transmitter rated output power under a continuous load. All other loads used or required shall be dry or oil-filled types, not circulating liquid-cooled;

G. The DTV transmitter power output shall be measured through two RF power meters, such as a Keysight N1914A with E9301H sensors supplied by the Vendor {Contractor}. Meter #1 shall monitor forward and reflected RF power into the main antenna, and meter #2 shall monitor forward and reflected RF power into the auxiliary antenna. The meters shall be located in the control/monitoring rack located within the DTV transmitter control room. The Vendor {Contractor} shall provide cabling from the control/monitoring rack to the sensors at sufficient length and through a path specified by the NJPBA. The Vendor {Contractor} shall supply a N191xA-909 dual rack-mount kit to house the power meters in the control/monitoring rack;

H. Station load supplied must exhibit a VSWR of 1.08:1 or better over the frequency range of the DTV channel specified for the wide temperature range experienced in normal operation of this DTV transmitter from cold start-up to full operating temperature;

I. The Vendor {Contractor} shall supply all interconnecting coaxial transmission lines, from the output of final power amplifier to the input of the RF mask filter, patch panel, and station load;

J. The Vendor {Contractor} shall supply directional couplers for the RF output system, after the mask filter, to monitor forward and reflected power. The couplers shall be sufficient to facilitate monitoring, tuning, and testing;

K. The Vendor {Contractor} shall supply two (2) precision calibrated directional couplers. The couplers shall be configured on the output of the system, ahead of the three port patch panel. One coupler will intercept forward power, provide calibration, and other station use. A second coupler shall intercept reflected power;

L. The Vendor {Contractor} shall conduct a sweep for each directional coupler showing both coupling level and directivity spanning a frequency range of 174 MHz through the fifth harmonic; and

M. The RF system provided shall be rated to safely handle 120% of the rated DTV transmitter average and peak power levels.

3.17.6 TRANSMITTER COOLING SYSTEM

3.17.6.1 WATER-COOLING SYSTEM

A. The Vendor {Contractor} shall supply all electrical, plumbing supplies and materials necessary for the installation of the cooling system, including, but not limited to, the following:

1. Hard-line copper piping shall be used for all connections between the DTV transmitter, heat exchanger, and external RF components;
2. Flexible cooling lines acceptable for short interconnections within the DTV transmitter cabinet and dummy load connection;
3. Redundant water pumps and the required automatic and local/remote switching of pumps shall be included;
4. Coolant storage and sump tank shall be included;
5. Coolant level gauge shall be included;
6. Pressure gauges shall be included;
7. Flow rate indicators shall be included;
8. The service liquid pressure shall not be greater than 65 psi;
9. The liquid flow rate shall not be greater than 60 gpm;
10. The cooling system shall use a 50/50 mix of glycol and distilled water;
11. The Vendor {Contractor} shall supply the glycol and distilled water;
12. Outdoor heat exchanger shall be included and rated to a minimum of 120% of the DTV transmitters designed maximum output; and
13. All necessary safety features and alarms for water-cooling shall be provided with feedback back to the control panel and remote control system;

B. The Vendor {Contractor} shall provide all cooling system components, except the pump controller, in NEMA 4x rated enclosures, exterior to the building, on an existing concrete pad and attached to the CMU building exterior. All cooling system components, including pumps and heat exchanger, shall operate on 480V 3-phase power. The cooling system shall be designed to maintain a constant coolant temperature to the DTV transmitter with coolant temperature not to vary by more than +/- 5 degrees C over the outdoor ambient temperature range of -25C to +50C at 0 to 100% relative humidity.

3.17.6.2 TRANSMITTER WATER COOLING SPECIFICATIONS (EXTERNAL)

The Vendor {Contractor} shall provide the DTV transmitter manufacturers' detailed specifications for the DTV transmitter external cooling system with its Quote. At a minimum, the specifications shall include:

A. Delta temperature rise allowed;

B. Recommended water flow (gpm);

C. Service liquid pressure (psi); and

D. DTV transmitter sensible heat load for air conditioning calculations.

3.17.6.3 AIR-COOLING SYSTEM

A. A Vendor {Contractor} proposing air-cooling must also provide an air-conditioning system of sufficient size to mitigate the dissipated heat load of the DTV transmitter. The Vendor {Contractor} shall include and provide for installation of the system in its quote. The Vendor {Contractor} shall only propose air cooling through interior supply/return and air conditioning that allows outside air via positive pressure and filtering;

1. All necessary fans, filters, redundant fans, ductwork and ductwork installation, shall be included;
2. Redundant fans are required and shall be equipped with automatic switching; and
3. The cabinet shall have positive inside pressure;

B. To ensure lowest device temperatures and highest MTBF, a parallel path airflow system shall be used to distribute an equal volume of air at the inlet to each module. Inlet air shall not be passed over more than one module before exiting the cabinet;

C. Removal of any module or combination of modules shall not adversely affect the cooling of the remaining modules, which may be operated indefinitely. Front cover plates or "dummy" modules shall not be required when operating with modules removed. Cooling of the combiners reject loads and power supplies shall not be affected by module removal;

D. For operator comfort and safety, the cabinet cooling system shall be quiet and efficient. The “A” weighted noise level at 1 meter in front of the DTV transmitter shall not exceed 75dB;

E. Air may enter the DTV transmitter cabinet(s) at the top or at the bottom. Exhaust air shall exit the DTV transmitter from the top and be ducted into the DTV transmitter room. Provision for bringing air into the DTV transmitter from outside the building shall also be included in case of failure of the air-conditioning system;

F. All necessary safety features and alarms for air-cooling shall be provided with feedback to the control panel and remote control; and

G. Vendor {Contractor} supplied thermometers shall be installed in the air inlet duct and the air outlet duct. Thermometer display shall be readable from a distance of 8 feet.

3.17.6.4 TRANSMITTER AIR COOLING SPECIFICATIONS

The Vendor {Contractor} shall provide the DTV transmitter manufacturers’ specifications and drawings for the DTV transmitter cooling system. These documents shall include, but not limited to the following:

A. Delta temperature rise allowed;

B. Recommended air flow (cfm);

C. DTV transmitter sensible heat load on the room cooling system; and

D. DTV transmitter external air interlock requirements.

3.17.7 RF AMPLIFIER CHAIN

A. The Vendor {Contractor} amplifier chains shall use one wide-band all solid-state amplifier module type to cover the full VHF band III without the need for retuning;

B. Each amplifier module shall be provided protection systems for VSWR, high temperature, and overcurrent of the following:

   1. The currents of all transistors of each amplifier shall be monitored from the front panel of the DTV transmitter;
   2. The high gain RF amplifiers shall use the most current version of the high-reliability transistors biased for Doherty operation;
   3. Amplifier modules shall be accessible from the front of the DTV transmitter and be capable of being changed without reducing drive while on-air (hot swappable) with no RF arcing;
   4. For maximum redundancy, all amplifiers shall utilize parallel devices to prevent complete loss of signal in case of a failure of one of the devices;
   5. RF amplifier modules shall be capable of being lifted by one (1) maintenance individual;
   6. Individual RF amplifier modules shall be capable of being interchanged with any amplifier module in the DTV transmitter without retuning; and
   7. The DTV transmitter shall be fixed so the failure of a single RF amplifier shall result in no loss of the authorized DTV transmitter output power.

3.17.8 COMBINING SYSTEM

A. The Vendor {Contractor} provided amplifier module combining system shall ensure maximum isolation between amplifier outputs;

B. Removal of RF amplifier modules shall not change the performance specifications other than output power level;

C. The PA cabinet shall utilize low loss, in-phase, combiners, and dividers to allow the parallel operation of the solid-state PA modules;

D. In an effort to minimize RF power loss, the combiner system shall not use any coaxial cables in the RF signal path. Coaxial cables feeding reject loads are acceptable;

E. The module combiner shall utilize circulators or other means to protect each PA module from damaging VSWR conditions due to improper connection to load or antenna, or other faults that may create high VSWR;

F. Reject load resistors for the combiners shall be sized to allow continuous on-air operation with any combination of operative and inoperative modules. If utilized, reject loads within amplifier cabinets shall be easily-accessible for testing and repair/replacement; and

G. If multiple amplifiers cabinets are required, the Vendor {Contractor} shall provide with its Quote a complete installation and operating details for combining the cabinets into a single output.

3.17.9 POWER SUPPLIES

The Vendor {Contractor} shall provide a system that includes power supply redundancy for the RF amplifier modules.

A. The output voltage of the power supplies shall operate and meet all performance specifications at line voltages ranging from +20 to -40 percent;

B. The power supplies shall be plug-in modules and be easily and safely replaceable during normal DTV transmitter operation without the need to remove AC power from the DTV transmitter;

C. All power supplies shall have protection from overvoltage and overcurrent;

D. A thermal cut-off system shall be provided for each amplifier power supply;

E. If the DTV transmitter is water cooled, and the power supplies are water cooled, the power supplies shall be water cooled by the same cooling system as the RF Amplifiers;

F. The power supplies shall be more than 80% efficient;

G. The overall DTV transmitter system power factor shall be at least 0.95;

H. The DTV transmitter and power supplies shall be capable of surviving, without damage; AC line voltage transients meeting the criteria of industry standard test ANSI C62.41 (formerly IEEE-587). Upon request, data verifying this capability shall be supplied;

I. All DC power supplies shall ramp up to full voltage to reduce stress and limit inrush current. This shall be accomplished in less than 2 seconds from DTV transmitter turn-on;

J. The failure of a single power supply shall result in no loss of the DTV transmitter power output; and

K. The power supplies shall provide compliance with electromagnetic emissions and immunity for industrial environments as determined by IEC/EN 6100-4 series generic standards.

3.17.10 EXCITERS

A. The Vendor {Contractor} shall provide a DTV transmitter equipped with two (2) identical DTV 8VSB solid-state modulator/exciters configured for main and standby with auto-switchover operation upon failure of one of the exciters;

B. The 8VSB Digital TV exciters shall perform the full conversion from 19.39 Mb/s transport stream to 8VSB modulated carrier. Exciter shall perform frame synchronization, data randomization, Reed-Solomon encoding, data interleaving, Trellis coding, and DTV segment and field sync insertion, pilot insertion and VSB filtering;

C. The 8VSB exciter shall be fully compliant with the ATSC A/53 Standard (8-VSB Signal Format) with a field upgrade path to ATSC-3;

D. The exciter data input shall consist of an 8-VSB 19.39 Mb/s data stream supplied to a 75ohm BNC input through the SMPTE 310M or ASI standard interface. The exciter inputs shall accept a field upgrade path to ATSC-3;

E. The exciters shall be 100 percent solid state and use the most modern state-of-the-art digital signal processing techniques to assure the highest possible performance and reliability;

F. Exciter switching shall be provided which shall be controlled either locally or by remote control;

G. A status indicator shall be provided indicating which exciter is online. Status contact closures shall be provided for remote indication of exciter selected;

H. The DTV transmitter shall be capable of meeting all technical specifications detailed herein while operating on either exciter;

I. Frequency stability with internal reference shall be +/- 200Hz per month or better;

J. Each exciter shall be capable of utilizing an external reference input suitable for DTS/SFN operations;

K. The Vendor {Contractor} shall supply a GPS disciplined oscillator receiver with an external antenna that includes four (4) 1PPS & 10MHz outputs. Outputs shall be used to synchronize the DTV transmitter and signal distribution support equipment;

L. The Vendor {Contractor} shall supply an exciter (with no correction) shall be capable of -35 dB signal to noise ratio;

M. The shoulder rejection (with no correction) shall be better than -50 dB;

N. Each exciter shall include automatic digital adaptive pre-correction. This pre-correction shall monitor the output DTV transmitter signal, adjust its internal correction circuitry and digitally compensate for the DTV transmitter output distortions. The output signal shall be correct at all power levels while utilizing this pre-correction;

O. The adaptive pre-correction circuitry shall be switchable between Fixed and Automatic;

P. Each exciter shall include digital non-linear pre-correction capable of fully meeting specifications without the need for any analog pre-correction;

Q. The Vendor {Contractor} shall supply an exciter designed for minimum set-up and adjustment time;

R. Pre-correction and post-correction signal metrics shall be monitored via the exciter monitoring port. Monitoring values shall include but are not limited to, spectrum analyzer view, scalar values (shoulder levels, SNR, MER, pilot ratio, etc.), 8-VSB eye pattern, AM-AM, AM-PM, group delay; and

S. The Vendor {Contractor} shall supply any necessary module or card extenders and test cables required to service any of the equipment supplied.

The capability to put in fixed amounts of group delay correction to correct for components in the RF transmission line system and the antenna is desirable and shall be given preference.

3.17.11 <u>TRANSMITTER CONTROL/MONITORING SYSTEM</u>

A. The Vendor {Contractor} shall supply a DTV transmitter with a microprocessor-based control/monitoring system using the latest technology and design. The DTV transmitters' Web GUI shall be viewed on a PC running a standard web browser;

B. The Vendor {Contractor} shall provide all power supplies and power amplifiers that have its own internal protection circuitry that would allow the DTV transmitter to operate at normal output power with the CPU removed;

C. The commands for Transmitter On, Transmitter Off, Power raise/lower, and Reset shall be discrete;

D. The DTV transmitter shall, at a minimum, monitor the following parameters and provide the same status points to the existing Statmon remote control system:

1. Alarms;
2. Power Output;
3. VSWR;
4. Power transistor currents;
5. Amplifier status;
6. Power supply status; and
7. Interlocks;

E. The DTV transmitter shall have the following indications available on the remote control system for each amplifier and provide the same status points to the existing Statmon remote control system:

1. Fault;
2. VSWR;
3. Temperature;
4. Overvoltage;
5. Module Present; and
6. FET failure;

F. The Vendor {Contractor} supplied control system shall contain a diagnostic help system which records time and date coding of DTV transmitter status changes to assist in identifying faults. The DTV transmitter control system shall provide DTV transmitter protection for the following:

1. Excessive VSWR;
2. Excessive DTV transmitter temperature;

3. Loss of DTV transmitter cooling;
4. Loss of external ventilation or air pressure; and
5. Loss of station load cooling;

G. VSWR fold back circuitry shall be provided, allowing uninterrupted operation at reduced power if VSWR slowly increases beyond a preset point. As VSWR increases, forward power shall be reduced automatically to maintain a constant level of reflected power. Decreasing VSWR shall cause the power level to increase until the original output power is restored; and

H. The Vendor {Contractor} shall supply battery backup of the control logic memory, or non-volatile memory, and shall be provided to ensure that the DTV transmitter shall return to its mode of operation immediately preceding an AC power failure of any duration.

3.17.12 REMOTE CONTROL

A. All Vendor {Contractor} supplied control, metering and status points shall also be brought to a common point for convenient wiring to the existing Statmon Technologies Axess remote control system;

B. The specific parameters/channels required for remote monitoring and control of the Vendor {Contractor} supplied DTV transmitter and RF systems shall include but are not limited to the following:
   1. DTV transmitter forward power;
   2. DTV transmitter reflected power pre-filtering;
   3. DTV transmitter final forward power to the antenna;
   4. Transport stream status for each exciter;
   5. Cooling system status and control, including active pump, pump reset, the presence of flow, coolant temperature; and
   6. RF switching system status and control.

3.17.13 TRANSMITTER EFFICIENCY

The Vendor {Contractor} shall supply as part of its Quote, an overview of typical overall plant efficiency for the DTV transmitter supplied, operating full rated power and at TPO necessary to obtain licensed ERP average DTV power.

3.17.14 EQUIPMENT HEAT RADIATION

The Vendor {Contractor} shall supply detailed manufacturer information regarding heat load to building from all DTV transmitter cabinets and parts to be located interior to the building.

This information shall be supplied with its Quote and shall also be used by the Vendor {Contractor} to determine air conditioning requirements.

3.17.15 ENVIRONMENTAL REQUIREMENTS

The DTV transmitter shall operate satisfactorily and maintain all required performance detailed in these specifications over the range of environmental conditions listed in this section.

Ambient Temperature:	0°C to +45°C
Ambient Humidity Range:	0 to 95% (non-condensing relative humidity
Altitude Range:	Sea level to 7500 ft. above mean sea level

3.17.16 TRANSMITTER INSTALLATION AND CHECK-OUT

A. The DTV transmitter shall be installed by the Vendor {Contractor}. Installation shall include off-loading from the delivery vehicle and placement of all components;

B. The Vendor {Contractor} and DTV transmitter Manufacturer shall provide a qualified engineer to supervise the off-loading of equipment;

C. The Vendor {Contractor} shall assure that the DTV transmitter manufacturer provides qualified field engineer(s)/technician(s) at the DTV transmitter site to perform a final checkout, proof of performance and commissioning of the installed DTV transmitter. The Vendor {Contractor} shall assure that the field service personnel are available at the appropriate time and for the length of time required for complete final system check out; and

D. The Vendor {Contractor} shall assure that the manufacturer's field engineer/technician demonstrate proper operation of all modes of the DTV transmitter and perform detailed and complete proof of performance measurements in the presence of station personnel. The Vendor {Contractor} shall submit this proof of performance report in duplicate to the NJPBA.

3.17.17 TEST AND MONITORING EQUIPMENT PACKAGE

The Vendor {Contractor} shall provide and install the following specific or equivalent equipment as a package, as listed below, and integrated and installed in a rack (matching the DTV transmitter cabinet at the DTV transmitter sites). The Vendor {Bidder} shall provide all necessary integration (i.e., including DA's, splitters, switchers, cables, blank panels, power strip, etc.). The system shall be able to monitor, via simple switching, the ATSC signal at various points (i.e., incoming from STL, DA, Exciters, DTV transmitter outputs, Combiner output, etc.). The items required for a typical Test and Monitoring Equipment Package are as follows:

Quantity	Test Device
1	8VSB Signal Analyzer
1	Waveform Monitor
1	Video Monitor
1	Audio Monitor
1	AVP AV-D232E1-AMN75
2	Keysight N1914A
4	Keysight E9301H
2	19" EIA equipment racks with front and rear 10-32 tapped rails and a rear door. The racks should be the same height, color scheme, and finish as the specified transmitter. The equipment racks will be installed adjacent to the DTV transmitter in the transmitter control room.

Test Equipment
Tektronix Model RSA5000B analyzer
Imagine TVM9150PKG-EJ3 with options TVM-VTM-SDI-H-F TVM-VTM-ASI-F TVM-A^3-OPT 3TO5F DRC-2A, BLK-1
SONY BVME171
Wohler AMP1-8-M audio decoder/monitor 1 RU patch panel and 5 patch cords
Single channel power meter
Power sensors with cables

3.18 RF SWITCHING, TRANSMISSION LINE COMPONENTS

3.18.1 RF SWITCHES

A. The Vendor {Contractor} shall supply and install two remotely-controlled 4-port coaxial transfer switches with EIA flange connections matching of the same size as RF interconnection transmission lines (no adapters/reducers), and a compatible switch controller. The switches and controller shall allow for switching between the main and standby DTV transmitter, main and auxiliary antennas, and station test load;

B. Unused switch ports shall be terminated with a 50-ohm load capable of dissipating 50 watts minimum;

C. The switch motors and switch controller shall operate on 120V AC power. The switch logic/controls shall operate at 12V or 24V DC;

D. The switch controller shall provide the following logic outputs as individual dry relay contact closures:

1. Main DTV transmitter to main antenna;
2. Main DTV transmitter to auxiliary antenna;
3. Main DTV transmitter to test load;
4. Backup DTV transmitter to main antenna;
5. Backup DTV transmitter to auxiliary antenna a;
6. Backup DTV transmitter to test load;
7. Remote Control Enabled; and
8. Local Control Enabled;

E. The switch controller shall have logic inputs activated by an external pull-to-ground closure not to exceed 12VDC at 10 mA to perform the following functions automatically, each via a single closure:

1. Main DTV transmitter to main antenna;
2. Backup DTV transmitter to auxiliary antenna;
3. Main DTV transmitter to main antenna;
4. Backup DTV transmitter to test load;
5. Backup DTV transmitter to main antenna;
6. Main DTV transmitter to auxiliary antenna;
7. Backup DTV transmitter to test load; and
8. Main DTV transmitter to test load;

F. The antenna switch controller shall prevent movement of any switch through which RF power is flowing (no "hot switching"). The switch controller shall be hard-wire interlocked with the main and backup DTV transmitters such that RF output is disabled during switch movement. The switch controller and any external couplers/detectors necessary shall sense RF power entering the main and backup DTV transmitter switch ports and shall prevent movement of the switch(es) if DTV transmitter power is sensed. Hardwired interlocks and time delays are required per above but are not a substitute for power sensing; and

G. The switch controller shall have front-panel indicators for current switch positions, pushbutton switches to control switch positions, and a three-position key switch for control modes (local only, remote + local, disable).

3.18.2 MEASUREMENT / OPTIMIZATION OF ANTENNA / FEED LINE

A. The Vendor {Contractor} shall provide a field engineer or an appointed representative to make and document on-site field measurements of the overall performance of the transmission line utilizing a Hewlett Packard network analyzer or equivalent equipment;

B. The Vendor {Contractor} provided field engineer shall provide preliminary documentation of the system performance measurements at the time tests are made and provide a full report to NJPBA representative within 30 to 45 days after the completion of the work;

C. The field engineer shall be prepared to optimize the transmission line system if necessary so that the VSWR does not exceed 1.08:1;

D. The transmission line and related components shall be packed to minimize the possibility of damage of any kind during shipment, unloading and on-site preparation.

3.19 FIELD UPGRADE/CONVERSION (ATSC-1 TO ATSC-3)

A. The Vendor {Contractor} shall supply a field upgrade or conversion plan that will facilitate any required migration from ATSC-1 to ATSC-3. The field conversion shall include, at a minimum, the following:

1. Overview of tasks and items required for the field conversion;
2. A detailed description of the items required to perform the field conversion, at a minimum, NJPBA will require the following;
3. Exciter conversion to ATSC-3;
4. RF Amplifier module(s) required to maintain ERP for ATSC-3 RF power requirements;
5. Additional parts required to install RF Amplifier(s) required for ATSC-3;
6. Additional AC/DC Power supplies required to maintain TPO/ERP requirements;
7. Parts required to install AC/DC Power supplies for ATSC-3;
8. RF components required for conversion to ATSC-3 (provide a separate list of required components); and
9. The Vendor {Contractor} shall provide estimated costs for labor required for factory field support to convert to ATSC-3;
    a. Labor Costs are broken down by Hour per Labor Category; and
    b. The State will not reimburse the Vendor {Contractor} for Transportation, Lodging, Meals, or Expenses

B. The Vendor {Contractor} shall provide the necessary quantities of items required to perform the field conversion;

C. The Vendor {Contractor} shall provide tools required to perform the field conversion;

D. The Vendor {Contractor} shall provide detailed instructions of the methods to perform the field conversion;

E. The Vendor {Contractor} shall provide description of any preliminary testing before integrating the field conversion;

F. The Vendor {Contractor} shall provide description of any post-integration testing of the field conversion; and

G. The Vendor {Contractor} shall provide and have access to Technical Support (i.e. Toll-Free Dial-Up, Internet Portal, etc.).

3.20 SPARE PARTS KITS

A. The Vendor {Contractor} shall provide a list of typical field replacement components for an optional spare parts kit(s). The Vendor {Contractor} should note the use or requirement of sub-assemblies for driver stages, exciters, or controllers. Any consumable items, such as air filters, shall be noted in the spare parts list; and

B. If required; the NJPBA shall order a spare parts kit separately and as directed by the NJPBA SCM.

3.20.1 SPARE PARTS KITS

The Vendor {Contractor} shall offer NJPBA the following spare parts kits on an “as needed” basis:

Spares Kit	Quantity
RF Amplifier Module	One (1) per kit
AC/DC Power Supply Modules	As required to supply power to one (1) RF Amplifier
Spare pump	One (1) per kit
Spare hose and fittings	As required
Spare seals, gaskets, and screens for all cooling system	One (1) set per kit
Spare fuses for all installed systems	One (1) set per kit
Air Filters	One (1) set per kit

3.20.2 SPARE KITS IMPLEMENTATION

The Vendor {Contractor} provided spare parts kit(s) shall include the following implementation support items:

A. Access to Technical Support (i.e., Toll-Free Dial-Up, Internet Portal, etc.) to assist in diagnoses of a problem and installation support for each field spares kit;

B. Description and part numbers (SKUs) of field spare kit;

C. Detail any unique tools required to install field spares kit;

D. Detailed instructions to install field spares; and

E. Detailed instructions to return the defective device.

3.21 ACCEPTANCE TESTING

Upon completion of the entire system listed in this Bid Solicitation, the Vendor {Contractor} shall perform a complete Proof-of-Performance test to verify compliance with FCC regulations pertaining to DTV channel allotment and in-band signal characteristics as described in ATSC document A/64B.

3.22 WARRANTY, SUPPORT, AND DOCUMENTATION

3.22.1 WARRANTY

A. The Vendor {Contractor} shall confirm that the system’s DTV transmitters provided in response to this Bid Solicitation include a two (2) year warranty;

B. The Vendor {Contractor} shall confirm the manufacturer shall warrant the DTV transmitter to be free from defects in material and workmanship under normal use and service for a period of two (2) years from the date of successful completion of the on-site proof of performance test, to include parts, labor, transportation, and lodging when necessary;

C. The Vendor {Contractor} shall confirm that the combiners, and transmission lines, provided in response to this Bid Solicitation include a five (5) year warranty;

D. The Vendor {Contractor} shall confirm that all the items in the test equipment package include a one (1) year warranty, refer to Section 3.16.18 of this Bid Solicitation;

E. The vendor {Contractor} shall supply a kit of recommended spare parts for the DTV transmitter. The spare parts kit(s) shall include any major DTV transmitter parts that may not be easily obtainable through a typical electronics or parts supply house, refer to Section 3.19 of this Bid Solicitation; and

F. The Vendor {Contractor} shall confirm that all the items in the spares parts kit(s) include the same warranty as the devices they replace (i.e., spare combiner has a five (5) year warranty, spares for test equipment has a one (1) year warranty, etc.), refer to Section 3.5 of this Bid Solicitation.

3.22.2 SUPPORT

A. The Vendor {Contractor} shall confirm that the replacement parts and components will be available from the manufacturer on a regular and emergency basis 24 hours per day, 365 days per year for a minimum of 15 years from the date of purchase;

B. The Vendor {Contractor} shall confirm that the replacement parts stocked in at least one (1) North American location; and

C. The Vendor {Contractor} shall confirm that NJPBA has access to an established field service organization capable of supplying technical assistance via telephone, fax or internet on a regular and emergency basis 24 hours per day 365 days per year. Vendor {Contractor} shall confirm that the established field service organization is capable of providing on-site technical assistance within 24 hours of such request including weekends, holidays, etc.

3.22.3 DOCUMENTATION

3.22.3.1 SYSTEM DOCUMENTATION

A. The Vendor {Contractor} shall deliver the DTV transmitter system with three (3) hardcopy sets and three (3) electronic sets of manuals, no later than 90 days after Blanket P.O. award or upon delivery of DTV transmitter to the project site, whichever is sooner; and

B. Final documentation must include full schematics for all equipment whether manufactured by the Vendor {Contractor} or the Original Equipment Manufacturer (OEM), block diagrams, interconnection/wiring diagrams, detailed theory of operation, detailed troubleshooting procedures. Parts list/bill of materials showing original manufacturer and part number for all components. The Vendor's {Contractor's} internal/proprietary part numbers shall not substitute for actual manufacturer/part number). Schematics and parts list/BOM must use matching component and assembly identifiers.

4.0 QUOTE PREPARATION AND SUBMISSION

Failure to submit information as indicated below may result in your Quote being deemed non-responsive.

4.1 GENERAL

A Vendor {Bidder} may submit additional terms as part of its Quote and Quotes including Vendor {Bidder} proposed terms and conditions may be accepted, but Vendor {Bidder} proposed terms or conditions that conflict with those contained in the Bid Solicitation, as defined in Section 2.0 of this Bid Solicitation, or that diminish the State's rights under any Blanket P.O. resulting from the Bid Solicitation, may render a Quote non-responsive. It is incumbent upon the Vendor {Bidder} to identify and remove its conflicting proposed terms and conditions prior to Quote submission. Where additional terms are submitted they may be accepted, rejected, or negotiated, in whole or in part, at the State's sole discretion where the terms do not conflict with material terms of the Bid Solicitation or do not diminish the State's rights under the Blanket P.O. resulting from the Bid Solicitation.

In the event that a Vendor {Bidder} intends to propose terms and conditions that conflict with the Bid Solicitation, those Vendor {Bidder} proposed terms and conditions shall only be considered if submitted and agreed to pursuant to the electronic question and answer procedure set forth in Section 1.3.1 of this Bid Solicitation. Vendors {Bidders} shall not submit exceptions in the Quote or on the "Terms and Conditions" Tab through ***NJSTART***.

After award of the Blanket P.O., if a conflict arises between a Vendor's {Bidder's} additional terms included in the Quote and a term or condition of the Bid Solicitation, the term or condition of the Bid Solicitation will prevail.

Use of URLs in a Quote should be kept to a minimum and shall not be used to satisfy any material term of a Bid Solicitation. If a preprinted or other document included as part of the Quote contains a URL, a printed copy of the URL page shall be provided and will be considered as part of the Quote.

The forms discussed herein and required for submission of a Quote in response to this Bid Solicitation are available on the Division's website (http://www.state.nj.us/treasury/purchase/forms.shtml) unless noted otherwise.

4.2 QUOTE DELIVERY AND IDENTIFICATION

A Quote must arrive at the Division in accordance with this Bid Solicitation's instructions within the time frames noted on the Bid Solicitation cover sheet and on the "Summary" page of the Bid Solicitation in ***NJSTART***,or as indicated on the posted Bid Amendment if the Quote Opening Date has been changed. Vendors {Bidders} submitting electronic Quotes via ***NJSTART*** are cautioned to allow adequate time to ensure timely uploads of all Quote documents to mitigate unforeseen delays or issues. **State regulation mandates that late Quotes are ineligible for consideration**.

4.3 *NJSTART* ELECTRONIC SUBMISSION INSTRUCTION

4.3.1 *NJSTART* SUBMISSION OF QUOTE

Vendors {Bidders} may refer to the "Vendor Registration" and "Submit a Quote" QRGs for additional instructions detailing how to enroll in ***NJSTART*** and submit a ***NJSTART*** electronic Quote. QRGs are located on the NJSTART Vendor Support Page. If the Vendor {Bidder} submits both a ***NJSTART*** and a hard copy of the Vendor's {Bidder's} Quote, the ***NJSTART*** Quote will prevail in the event of a discrepancy between the electronic and paper versions.

When submitting a ***NJSTART*** Quote, do not use any symbols (i.e., #, @, $, &, *) in the filename. Uploaded files should be compatible with Microsoft Office and/or Adobe software applications. DO NOT UPLOAD files with extensions such as .zip, .numbers, or .pages.

If the Vendor {Bidder} submits a Quote electronically through ***NJSTART***, the Vendor {Bidder} should select the "Confidential" option in ***NJSTART*** for attachments on the "Attachments" Tab to request that the documents not be displayed publicly through ***NJSTART***.

Note: Marking an attachment as "Confidential" in ***NJSTART*** shall not constitute the Vendor's {Bidder's} designation of the attachment as exempt from public disclosure under OPRA and/or the common law as outlined in Section 1.4.4.

If a Vendor {Bidder} has designated any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, the Vendor {Bidder} should include a redacted copy of the Quote indicating the sections identified as confidential.

4.3.2 RESERVED

4.4 QUOTE CONTENT

The Quote should be submitted in three (3) volumes with the content of each volume as indicated below.

A. Volume 1
Section 1 - Forms (Sections 4.4.1 and 4.4.2).

B. Volume 2
Section 2 - Technical Quote (Section 4.4.3);
Section 3 - Organizational Support and Experience (Section 4.4.4); and
Section 3A - Any other miscellaneous documents to be included by the Vendor {Bidder}.

C. Volume 3
Section 4 – State-Supplied Price Sheet (Section 4.4.5).

Note: Vendors {Bidders} submitting Quotes through ***NJSTART*** must complete the State-Supplied Price Sheet (Volume 3) accompanying this Bid Solicitation and upload it as an attachment on the "Attachments" Tab (See Section 4.4.5 of this Bid Solicitation).

The Vendor {Bidder} must enter a Unit Cost of $1.00 for each price line item on the "Items" Tab in ***NJSTART***. The Vendor {Bidder} is instructed to do so only as a mechanism to comply with Bid Solicitation Section 6.8 and prevent all pricing from being publicly displayed in ***NJSTART***.

In the event that a Vendor {Bidder} uploads a State-Supplied Price Sheet and completes the Items Tab in ***NJSTART*** (instead of entering a Unit Cost of $1.00 as instructed), the State-Supplied Price Sheet will govern.

4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE

Vendors {Bidders} should refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation through ***NJSTART***. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

In the event that a Vendor {Bidder} fails to attach a required form, or the attached form is deemed deficient, the Division may access the Primary Form to be considered as part of the Quote.

Vendors {Bidders} are under a continuing obligation to report updates to the information contained in its required forms.

Unless otherwise specified, forms must comply with the signature requirements pursuant to Section 1.4.11 of this Bid Solicitation.

4.4.1.1 OFFER AND ACCEPTANCE PAGE

The Vendor {Bidder} shall complete and submit the Offer and Acceptance Page accompanying this Bid Solicitation prior to the initiation of negotiation. The Vendor {Bidder} should submit the Offer and Acceptance Page with the Quote. All information requested on the Offer and Acceptance Page must be submitted.

If the Offer and Acceptance Page is not submitted with the Quote or is incomplete, the State will require the Vendor {Bidder} to submit the Offer and Acceptance Page. If the Vendor {Bidder} fails to comply with the requirement within seven (7) business days of the demand, the State may deem the Quote non-responsive.

The Offer and Acceptance Page must be signed by an authorized representative of the Vendor {Bidder}. If the Vendor {Bidder} is a limited partnership, the Offer and Acceptance Page must be signed by a general partner. If the Vendor {Bidder} is a joint venture, the Offer and Acceptance Page must be signed by a principal of each party to the joint venture.

4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION

The Vendor {Bidder} must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles. See Section 2.5 of the SSTC and N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

By signing the Bid Solicitation Offer and Acceptance Page, the Vendor {Bidder} is automatically certifying that either:

A. The Vendor {Bidder} has no operations in Northern Ireland; or

B. The Vendor {Bidder} has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A Vendor {Bidder} electing not to certify to the MacBride Principles must nonetheless sign the Bid Solicitation Offer and Acceptance Page AND must include, as part of its Quote, a statement indicating its refusal to comply with the provisions of this Act.

4.4.1.1.2 NON-COLLUSION

By submitting a Quote and signing the Bid Solicitation Offer and Acceptance Page, the Vendor {Bidder} certifies as follows:

A. The price(s) and amount of its Quote have been arrived at independently and without consultation, communication or agreement with any other Vendor {Contractor, Bidder} or any other party;

B. Neither the price(s) nor the amount of its Quote, and neither the approximate price(s) nor approximate amount of this Quote, have been disclosed to any other firm or person who is a Vendor {Bidder} or potential Vendor {Bidder}, and they will not be disclosed before the Quote submission;

C. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Blanket P.O., or to submit a Quote higher than this Quote, or to submit any intentionally high or noncompetitive Quote or other form of complementary Quote;

D. The Quote of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Quote; and

E. The Vendor {Bidder}, its affiliates, subsidiaries, officers, directors, and employees are not, to Vendor's {Bidder's} knowledge, currently under investigation by any governmental agency for alleged conspiracy or collusion with respect to bidding on any Blanket P.O./public contract and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any Blanket P.O./public contract.

4.4.1.1.3 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by Vendors {Bidders/Contractors} in its dealings with the State. The guide provides further information about compliance with Section 2.7 of the SSTC. The guide can be found at: http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

By signing the Bid Solicitation Offer and Acceptance Page, the Vendor {Bidder} is automatically certifying that it has complied with all applicable laws and regulations governing the provision of State goods and services, including the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28.

4.4.1.2 NJ STANDARD BID SOLICITATION FORMS REQUIRED WITH THE QUOTE

Vendor's {Bidder's} failure to complete, sign and submit the forms in Section 4.4.1.2 shall be cause to reject its Quote as non-responsive.

4.4.1.2.1 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the Vendor {Bidder} is a corporation, partnership or limited liability company, the Vendor {Bidder} must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Vendor's {Bidder's} failure to submit the completed and signed form with its Quote will result in the rejection of the Quote as non-responsive and preclude the award of a Blanket P.O. to said Vendor {Bidder} unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.

In the alternative, to comply with this section, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

Vendors {Bidders} using ***NJSTART*** to submit a Quote shall make the appropriate certification on the "Maintain Terms and Categories" Tab within its profile by checking the applicable box and, if required, completing and attaching the shortened Ownership Disclosure Form. In the alternative, Vendors {Bidders} may complete the full Ownership Disclosure Form located on the Division's website and upload it as part of its ***NJSTART*** Quote.

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation through ***NJSTART***. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

Vendors {Bidders} utilizing ***NJSTART*** should designate one (1) version of the Ownership Disclosure Form as the Primary Form. In the event that a Vendor {Bidder} fails to attach an Ownership Disclosure Form, or the attached Ownership Disclosure Form is deemed deficient, the Division may access the Primary Form and consider it as part of the Quote. Note: The Primary Form must have a Date Created within six (6) months of the Quote submission deadline to be considered valid.

4.4.1.2.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Pursuant to N.J.S.A. 52:32-58, the Vendor {Bidder} must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Vendor {Bidder}, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Vendor {Bidder}, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Vendor {Bidder} is unable to so certify, the Vendor {Bidder} shall provide a detailed and precise description of such activities as directed on the form. A Vendor's {Bidder's} failure to submit the completed and signed form with its Quote will result in the rejection of the Quote as non-responsive and preclude the award of a Blanket P.O. to said Vendor {Bidder}.

Vendors {Bidders} using ***NJSTART*** to submit a Quote shall make the appropriate certification on the "Maintain Terms and Categories" Tab within its profile by checking the applicable box and, if required, completing and attaching the shortened Disclosure of Investment Activities in Iran form. In the alternative, Vendors {Bidders} may complete the full Disclosure of Investment Activities in Iran form located on the Division's website and upload it as part of its ***NJSTART*** Quote.

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation through ***NJSTART***. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

Vendors {Bidders} utilizing ***NJSTART*** should designate the most current version of the Disclosure of Investment Activities in Iran form as the Primary Form. In the event that a Vendor {Bidder} fails to attach a Disclosure of Investment Activities in Iran form, or the attached Disclosure of Investment Activities in Iran form is deemed deficient, the Division may access the Primary Form, as designed in the Vendor {Bidder} profile, to be considered as part of the Quote.

4.4.1.3 SUBCONTRACTOR UTILIZATION PLAN

Please note that the State of New Jersey will not be utilizing the "Subcontractor" Tab in ***NJSTART***.

Vendors {Bidders} intending to use a Subcontractor shall submit a Subcontractor Utilization Plan form. The Subcontractor Utilization Plan form is located on the Division's website. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation through ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

NOTE: If the Blanket P.O. is a small business subcontracting set-aside, the Vendor {Bidder} certifies that in engaging Subcontractors, it shall make a good faith effort to achieve the subcontracting set-aside goals, and shall attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4.1 et seq.

For a Quote that does NOT include the use of any Subcontractors, by signing the Bid Solicitation Offer and Acceptance Page, the Vendor {Bidder} is *automatically* certifying that in the event the award is granted to the Vendor's {Bidder's} firm and the Vendor {Bidder} later determines at any time during the term of the Blanket P.O. to engage Subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the SSTC, the Vendor {Bidder} shall submit a Subcontractor Utilization Plan form for approval to the Division in advance of any such engagement of Subcontractors.

4.4.1.4 SMALL BUSINESS SET-ASIDE BLANKET P.O.

Not applicable to this procurement.

4.4.1.5 DISABLED VETERANS' BUSINESS SET-ASIDE BLANKET P.O.

Not applicable to this procurement.

4.4.1.6 SMALL BUSINESS AND/OR DISABLED VETERANS' BUSINESS ONTRACTING SET-ASIDE BLANKET P.O.

Not applicable to this procurement.

4.4.1.7 BID SECURITY

Not applicable to this procurement.

4.4.2 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED BEFORE BLANKET P.O. AWARD AND THAT SHOULD BE SUBMITTED WITH THE QUOTE

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.4.11 of this Bid Solicitation.

4.4.2.1 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Vendor {Bidder} and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Blanket P.O. To facilitate the Quote evaluation and Blanket P.O. award process, the Vendor {Bidder} should submit a copy of its valid BRC and those of any named Subcontractors with its Quote. See Section 2.1 of the SSTC.

Any Vendor {Bidder}, inclusive of any named Subcontractors, not having a valid business registration at the time of the Quote opening, or whose BRC was revoked prior to the submission of the Quote, should proceed immediately to register its business or seek reinstatement of a revoked BRC. Vendors {Bidders} should verify its BRC status on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. In the event of an issue with a Vendor's {Bidder's} BRC, ***NJSTART*** provides a link to take corrective action.

The Vendor {Bidder} is cautioned that it may require a significant amount of time to secure the reinstatement of a revoked BRC. The process can require actions by both the Division of Revenue and Enterprise Services and the Division of Taxation. For this reason, a Vendor's {Bidder's} early attention to this requirement is highly recommended. The Vendor {Bidder} and its named Subcontractors may register with the Division of Revenue and Enterprise Services, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

A Vendor {Bidder} otherwise identified by the Division as a responsive and responsible Vendor {Bidder}, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Quote must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A Vendor {Bidder} failing to comply with this requirement by the deadline specified by the Division will be deemed ineligible for Blanket P.O. award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A Vendor {Bidder} receiving a Blanket P.O. award as a result of this procurement and any Subcontractors named by that Vendor {Bidder} will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed Blanket P.O. {Contract}, inclusive of any Blanket P.O. extensions.

4.4.2.2 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Vendor {Bidder} should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, to 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. If a Vendor {Bidder} does not submit the form with the Quote, the Vendor {Bidder} must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

Vendors {Bidders} using ***NJSTART*** to submit a Quote shall make the appropriate certification on the "Maintain Terms and Categories" Tab within its profile by checking the applicable box and, if required, complete and attach the shortened ***NJSTART*** form. In the alternative, Vendors {Bidders} may complete the full version of the form located on the Division's website and upload it as part of its ***NJSTART*** Quote.

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation through ***NJSTART***. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

4.4.2.3 SOURCE DISCLOSURE

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of Blanket P.O., the Vendor {Bidder} is required to submit a completed Source Disclosure Form. The Vendor's {Bidder's} inclusion of the completed Source Disclosure Form with the Quote is requested and advised. See Bid Solicitation Section 7.1.2 for additional information concerning this requirement.

The Source Disclosure Form is located on the Division's website. The form is also available in NJSTART. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation through ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

4.4.3 TECHNICAL QUOTE

In this section, the Vendor {Bidder} shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., Section 3.0. The Vendor {Bidder} must set forth its understanding of the requirements of this Bid Solicitation and its approach to successfully complete the Blanket P.O. The Vendor {Bidder} should include the level of detail it determines necessary to assist the evaluation committee in its review of the Vendor's {Bidder's} Quote.

Vendors {Bidders} may refer to the QRG "Submit a Quote" for instructions detailing how to submit a ***NJSTART*** electronic Quote. QRGs are located on the NJSTART Vendor Support Page.

1. Vendors {Bidders} responding to this bid shall supply descriptive brochures with technical information and a list of all equipment to be supplied. Vendors shall address in their bid, each paragraph of the specifications with an appropriate phrase or explanation as to compliance in his bid response. Use the following terms "COMPLY, DO NOT COMPLY, or UNDERSTAND".

2. Vendors {Bidders} shall provide a list of clients (i.e. Company, Organization's Name, Contact, Title, Address, Phone Number, Email, the Type of Hardware/Services provided, etc.) that will allow the State the opportunity to discuss their experience with your organization.

3. Vendors {Bidders} shall provide detailed information for the **Test & Monitor Equipment** for the items as detailed in Sections 3.5.18 and 3.17.17 of this Bid Solicitation.

   The **Test & Monitor Equipment** is not an optional item.

4. Vendors {Bidders} shall provide detailed information for the **Field Upgrade and Conversion Plan (ATSC-1 to ATSC-3) [ATTACHMENT B],** as detailed in Sections 3.8 and 3.19 of this Bid Solicitation.

   The **Field Upgrade and Conversion Plan** should be considered an optional purchase item; confirm that the State has the option to purchase either the entire **Field Upgrade and Conversion Plan or** each of the Line Items separately. Include typical deliver times for the optional **Field Upgrade and Conversion Plan** items (i.e. same day, next day, two day, etc.).

   Volume 2, Section 3A of the Vendor {Bidder} Quote shall contain the following specifics associated with **Field Upgrade and Conversion Plan,** as detailed in Sections 3.8 and 3.19 of this Bid Solicitation. Please note, pricing information (i.e. Unit Cost, Amount, Total Amount, etc.) is not allowed in Volume 2, Section 3A of the Vendor's {Bidder's} quote.
   - Quantity;
   - Description of Item; and
   - Availability of the Products and Services required

   Volume 3, Section 4 of the Vendor {Bidder} Quote shall contain the following specifics associated with **Field Upgrade and Conversion Plan**

- Quantity;
- Description of Item;
- Unit Cost of each Line Item;
- Amount for each Line Item;
- The total price for the **Field Upgrade and Conversion Plan ;** and
- Availability/Delivery of the Products and Services required

The total price for the **Field Upgrade and Conversion Plan** must be entered as Line Item 7 on Attachment A, T3085 Price Sheet. Failure to do so may render the Quote unresponsive.

Although this is considered an optional purchase item, the costs associated with the **Field Upgrade and Conversion Plan** will be part of the State's overall pricing evaluation, refer to Sections 3.8 and 3.19 of this Bid Solicitation.

5. Vendors {Bidders} shall provide detailed information for the **Spare Parts Kit [ATTACHMENT C],** as detailed in Sections 3.9 and 3.20 of this Bid Solicitation.

   The **Spare Parts Kit** should be considered an optional purchase item; confirm that the State has the option to purchase either the entire **Spare Parts Kit** or each of the Line Items separately. Include typical deliver times for the optional **Spare Parts Kit** items (i.e. same day, next day, two day, etc.).

   <u>Volume 2, Section 3A</u> of the Vendor {Bidder} Quote shall contain the following specifics associated with **Spare Parts Kit**, as detailed in Sections 3.9 and 3.20 of this Bid Solicitation. Please note, pricing information (i.e. Unit Cost, Amount, Total Amount, etc.) is not allowed in <u>Volume 2, Section 3A</u> of the Vendor's {Bidder's} quote.
   - Quantity;
   - Description of Item; and
   - Availability of the Products and Services required

   <u>Volume 3, Section 4</u> of the Vendor {Bidder} Quote shall contain the following specifics associated with **Spare Parts Kit**
   - Quantity;
   - Description of Item;
   - Unit Cost of each Line Item;
   - Amount for each Line Item;
   - The total price for the **Spare Parts Kit ;** and
   - Availability/Delivery of the Products and/or Services required

   The total price for the **Spare Parts Kit** must be entered as Line Items 8 and 16 on Attachment A, T3085 Price Sheet. Failure to do so may render the Quote unresponsive.

   Although this is considered an optional purchase item, the costs associated with the **Spare Parts Kit** will be part of the State's overall pricing evaluation, refer to Sections 3.9 and 3.20 of this Bid Solicitation.

6. Since Vendors {Bidders} cannot source all this material from a single manufacturer, the Vendors {Bidders} shall provide information regarding the experience of each manufacturer's specific components. The Vendors {Bidders} shall confirm that these system manufactures have been engaged in the continuous manufacture of its respective products for a minimum of 10 years. The manufacturer's must be able to prove experience in the digital television transmitter area and in the manufacturing of the following items:
   a. television transmitters;
   b. transmission lines;
   c. transmitter cooling systems;

d. transmitter plumbing systems;
e. solid-state UHF/VHF television transmitters; and
f. Combiners/filters, of the type and power level specified.

The State considers a manufacturer as subcontractor to the Vendor {Bidder}.

7. All shipping costs for all equipment and hardware, including equipment necessary for offloading, shall be included in the bid. Vendor {Bidder} shall arrange for a forklift vehicle and any other equipment needed for unloading.

8. The NJPBA transmitter sites have no loading dock or material for handling equipment. Unloading and final placement are the responsibility of the manufacturer or his delivery agent.

9. Vendors {Bidders} shall provide information on its plan to provide the required Warranty and Support requirements, refer to Sections 3.11 and 3.22 of this Bid Solicitation.

4.4.3.1 MANAGEMENT OVERVIEW

The Vendor {Bidder} shall set forth its overall technical approach and plans to meet the requirements of the Bid Solicitation in a narrative format. This narrative shall demonstrate to the State that the Vendor {Bidder} understands the objectives that the Blanket P.O. is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the Blanket P.O. This narrative shall demonstrate to the State that the Vendor's {Bidder's} general approach and plans to undertake and complete the Blanket P.O. are appropriate to the tasks and subtasks involved.

Mere reiterations of Bid Solicitation tasks and subtasks are strongly discouraged, as they do not provide insight into the Vendor's {Bidder's} approach to complete the Blanket P.O. The Vendor's {Bidder's} response to this section shall be designed to demonstrate to the State that the Vendor's {Bidder's} detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the Vendor's {Bidder's} Quote will lead to successful Blanket P.O. completion.

4.4.3.2 BLANKET P.O. MANAGEMENT

The Vendor {Bidder} should describe its specific plans to manage, control and supervise the Blanket P.O. to ensure satisfactory Blanket P.O. completion according to the required schedule. The plan shall include the Vendor's {Bidder's} approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

4.4.3.3 BLANKET P.O. SCHEDULE AND PLANS

4.4.3.3.1 BLANKET P.O. SCHEDULE

The Vendor {Bidder} shall include a draft Blanket P.O. schedule. If key dates are a part of this Bid Solicitation, the Vendor's {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 Vendor {Bidder} should identify the Blanket P.O. 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 Vendor {Bidder}.

4.4.3.3.2 MOBILIZATION PLAN

Not applicable to this procurement

4.4.3.3.3 TECHNOLOGY PROJECT PLAN

Not applicable to this procurement
.

4.4.3.3.4 PLANS REQUIRED BY BID SOLICITATION SECURITY PLAN AND STANDARDS

Not applicable to this procurement

4.4.3.3.5 ADDITIONAL PLAN(S)

Not applicable to this procurement

4.4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The Vendor {Bidder} shall include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Vendor's {Bidder's} qualifications, and capabilities to perform the services required by this Bid Solicitation.

The Vendor {Bidder} should include the level of detail it determines necessary to assist the evaluation committee in its review of Vendor's {Bidder's} Quote.

4.4.4.1 LOCATION

The Vendor {Bidder} should include the address of the Vendor's {Bidder's} office where responsibility for managing the Blanket P.O. will take place. The Vendor {Bidder} shall include the telephone number and name of the individual to contact.

4.4.4.2 ORGANIZATION CHARTS

A. **Blanket P.O. -Specific Chart**. The Vendor {Bidder} shall include a Blanket P.O. organization chart, with names showing management, supervisory and other key personnel (including Subcontractor management, supervisory, or other key personnel) to be assigned to the Blanket P.O. The chart shall include the labor category and title of each such individual; and

B. **Chart for Entire Firm**. The Vendor {Bidder} should include an organization chart showing the Vendor's {Bidder's} entire organizational structure. This chart shall show the relationship of the individuals assigned to the Blanket P.O. to the Vendor's {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 Blanket P.O. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing Blanket P.O.s of a similar size and scope to those required by this Bid Solicitation. Resumes should include the following:

A. The individual's previous experience in completing each similar Blanket P.O.;

B. Beginning and ending dates for each similar Blanket P.O.;

C. A description of the Blanket P.O. demonstrating how the individual's work on the completed Blanket P.O. relates to the individual's ability to contribute to successfully providing the services required by this Bid Solicitation; and

D. With respect to each similar Blanket P.O., the name and address of each reference together with a person to contact for a reference check and a telephone number.

The Vendor {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. When a Vendor {Bidder} submits resumes pursuant to this paragraph, the Vendor {Bidder} shall redact the social security numbers, home addresses, personal telephone numbers, and any other personally identifying information other than the individual's name from the resume.

4.4.4.4 BACKUP STAFF

The Vendor {Bidder} shall 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 Vendor {Bidder} must hire management, supervisory and/or key personnel if awarded the Blanket P.O., the Vendor {Bidder} shall 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 Blanket P.O. term.

4.4.4.5 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The Vendor {Bidder} shall provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Vendor's {Bidder's} ability to successfully complete services similar to those required by this Bid Solicitation. Emphasis should be placed on contracts that are similar in size and scope to the work required by this Bid Solicitation. 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 Bid Solicitation. For each such contract listed, the Vendor {Bidder} should provide two (2) names and telephone numbers of individuals for contracting party. Beginning and ending dates should also be given for each contract.

The Vendor {Bidder} must provide details of any negative actions taken by other contracting entities against them in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause, or other similar notifications/processes. Additionally, the Vendor {Bidder} should provide details, including any negative audits, reports, or findings by any governmental agency for which the Vendor {Bidder} is/was the Vendor {Contractor} on any contracts of similar scope. In the event a Vendor {Bidder} neglects to include this information in its Quote, the Vendor's {Bidder's} omission of necessary disclosure information may be cause for rejection of the Vendor's {Bidder's} Quote by the State.

The Vendor {Bidder} shall 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 Vendor's {Bidder's} Quote. The Vendor {Bidder} must provide a detailed description of services to be provided by each Subcontractor.

4.4.4.6 FINANCIAL CAPABILITY OF THE VENDOR {BIDDER}

The Vendor {Bidder} should provide sufficient financial information to enable the State to assess the financial strength and creditworthiness of the Vendor {Bidder} and its ability to undertake and successfully complete the Blanket P.O. In order to provide the State with the ability to evaluate the Vendor's {Bidder's} financial capacity and capability to undertake and successfully complete the Blanket P.O., the Vendor {Bidder} should submit the following:

A. For publicly traded companies the Vendor {Bidder} should provide copies or the electronic location of the annual reports filed for the two most recent years.
B. For privately held companies the Vendor {Bidder} should provide the certified financial statement (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Vendor's {Bidder's} most recent fiscal year.

If the information is not supplied with the Quote, the State may still require the Vendor {Bidder} to submit it. If the Vendor {Bidder} fails to comply with the request within seven (7) business days, the State may deem the Quote non-responsive.

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

The State reserves the right to make the determination to accept the assertion and shall so advise the Vendor {Bidder}.

4.4.5 STATE-SUPPLIED PRICE SHEET

The Vendor {Bidder} must submit its pricing using the State-Supplied Price Sheet accompanying this Bid Solicitation and located on the "Attachments" Tab.

Vendors {Bidders} may refer to the QRG "Submit a Quote" for instructions detailing how to submit a ***NJSTART*** electronic Quote. QRGs are located on the NJSTART Vendor Support Page.

4.4.5.1 NJSTART PRICING SUBMISSION INSTRUCTIONS

If the Vendor {Bidder} is submitting a ***NJSTART*** Quote, the Vendor {Bidder} must enter a Unit Cost of $1.00 for each price line item on the "Items" Tab in ***NJSTART***. The Vendor {Bidder} is instructed to do so only as a mechanism to comply with Bid Solicitation Section 6.8 and prevent all pricing from being publicly displayed in ***NJSTART***.

4.4.5.2 STATE-SUPPLIED PRICE SHEET INSTRUCTIONS

The Bidder shall submit its pricing using the format set forth in the State-supplied price sheets accompanying this Bid Solicitation. The Bidder shall provide its post warranty maintenance price list detail on Attachment A. Each Bidder is required to hold its prices firm through issuance of Blanket P.O.

Vendors {Bidders} must provide pricing for all price lines on ATTACHMENT A, ATTACHMENT B, and ATTACHMENT C, T3085 Price Sheets in order to be considered for award.

Vendor's {Bidder's} failure to provide pricing for all price lines shall render the Quote {Proposal} as non-responsive.

Where the State-Supplied Price Sheets include an estimated quantity column, Vendors {Bidders} are advised that estimated quantities may vary throughout the Blanket P.O. term resulting from this Bid Solicitation. There is no guaranteed minimum or maximum volume for these price lines.

In the event that a Vendor {Bidder} using ***NJSTART*** to submit a Quote uploads a State-Supplied Price Sheet and completes the "Items" Tab in ***NJSTART*** (instead of entering a Unit Cost of $1.00 as instructed), the State-Supplied Price Sheet will govern.

4.4.5.3 USE OF “NO BID” VERSUS “NO CHARGE” ON THE STATE-SUPPLIED PRICE SHEET

If the Vendor {Bidder} is not submitting a price for an item on a price line, the Vendor {Bidder} must indicate “No Bid” on the State-Supplied Price Sheet accompanying this Bid Solicitation. If the Vendor {Bidder} will supply an item on a price line free of charge, the Vendor {Bidder} must indicate “No Charge” on the State-Supplied Price Sheet accompanying this Bid Solicitation. The use of any other identifier may result in the Vendor’s {Bidder’s} Quote being deemed non-responsive.

4.4.5.4 DELIVERY TIME AND COSTS

Unless otherwise noted elsewhere in the Bid Solicitation, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in Quotes shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). Quotes submitted other than 30 calendar days ARO/F.O.B. may be deemed non-responsive. The Vendor {Contractor} shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. 30 calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using Agency at any destination in the State of New Jersey unless otherwise specified.

No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Vendor’s {Contractor’s} convenience when a single shipment is ordered.

The weights and measures of the State's Using Agency receiving the shipment shall govern.

4.4.5.5 COLLECT ON DELIVERY (C.O.D.) TERMS

C.O.D. terms are not acceptable as part of a Quote and shall be deemed non-responsive.

4.4.5.6 CASH DISCOUNTS

The Vendor {Bidder} is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the price rankings of Quotes.

Should the Vendor {Bidder} choose to offer cash discounts the following shall apply:

A. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest; and

B. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

4.4.6 COOPERATIVE PURCHASING PROGRAM

Not applicable to this procurement

4.4.7 ORAL PRESENTATIONS

Not applicable to this procurement

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE BLANKET P.O.

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

This Blanket P.O. awarded, and the entire agreement between the parties, as a result of this Bid Solicitation shall consist of this Bid Solicitation, SSTC, Bid Amendment to this Bid Solicitation, the Vendor's {Contractor's} Quote, any Best and Final Offer, and the Division's Notice of Award.

In the event of a conflict in the terms and conditions among the documents comprising this Blanket P.O., the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking, shall be:

A. Executed Offer and Acceptance Page;

B. Bid Solicitation Section 5, as may be amended by Bid Amendment;

C. The State of NJ Standard Terms and Conditions (SSTC) accompanying this Bid Solicitation;

D. All remaining sections of the Bid Solicitation, as may be amended by Bid Amendment;

E. The Vendor's {Contractor's} final submitted Best and Final Offer; and

F. The Vendor's {Contractor's} Quote as accepted by the State.

Note: In the event of conflicting information between the Bid Solicitation and fields contained in ***NJSTART***, the Bid Solicitation will govern and ***NJSTART*** will be updated via Bid Amendment or Change Order.

5.2 BLANKET P.O. TERM AND EXTENSION OPTION

The base term of this Blanket P.O. shall be for a period of **three (3) years.** The anticipated "Blanket P.O. Effective Date" is provided on the "Summary" page the Bid Solicitation in ***NJSTART***. If delays in the procurement process result in a change to the anticipated Blanket P.O. Effective Date, the Vendor {Bidder} agrees to accept a Blanket P.O. for the full term of this Blanket P.O.

This Blanket P.O. may be extended up to **two (2) years** with no single extension exceeding one (1) year, by the mutual written consent of the Vendor {Contractor} and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of this Blanket P.O. or rates more favorable to the State.

5.3 BLANKET P.O. TRANSITION

In the event that a new Blanket P.O. has not been awarded prior to this Blanket P.O. expiration date, including any extensions exercised, and the State exercises this Blanket P.O. transition, the Vendor {Contractor} shall continue this Blanket P.O. under the same terms, conditions, and pricing until a new Blanket P.O. can be completely operational. At no time shall this transition period extend more than **180 days** beyond the expiration date of this Blanket P.O., including any extensions exercised.

5.4 CHANGE ORDER

Any changes or modifications to the terms of this Blanket P.O. shall be valid only when they have been reduced to writing and signed by the Vendor {Contractor} and the Director.

5.5 VENDOR {CONTRACTOR} RESPONSIBILITIES

The Vendor {Contractor} shall have sole responsibility for the complete effort specified in this Blanket P.O. Payment will be made only to the Vendor {Contractor}. The Vendor {Contractor} shall have sole responsibility for all payments due any Subcontractor.

The Vendor {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 this Blanket P.O. The Vendor {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 Blanket P.O. shall not in any way relieve the Vendor {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 Vendor's {Contractor's} performance of this Blanket P.O.

5.6 SUBSTITUTION OF STAFF

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

The Vendor {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 Vendor {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 Sections 5.8 and 5.9 of the SSTC accompanying this Bid Solicitation.

The Vendor {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 Vendor {Contractor} has received written approval from the Director.

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

The Vendor {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 Vendor {Contractor} in its Quote.

5.8 OWNERSHIP OF MATERIAL

A. State Ownership of Data

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of this Blanket P.O., including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, 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 Blanket P.O. 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.

B. Intellectual Property Rights in Deliverables – Excluding Software

1. If the Vendor {Bidder} anticipates using pre-existing intellectual property ("Background IP") within the deliverables called for under the Blanket P.O., the Background IP must be identified in the Quote. If the Vendor {Bidder} identifies such Background IP in its Quote, then the Background IP owned by the Vendor {Bidder} on the date of this Blanket P.O. and any modifications or adaptations thereto remain the property of the Vendor {Bidder}.
2. If in the course of performance of the Blanket P.O., Vendor {Contractor} encounters a need to incorporate Background IP into a deliverable, but the Background IP was not identified in the Quote, the Vendor {Contractor} must notify the State Contract Manager in writing, identifying the specific Background IP to be incorporated into the deliverable, and requesting approval thereof. Where approval is granted in writing, the Background IP owned by the Vendor {Contractor} as well as any modifications or adaptions thereto remain the property of the Vendor {Contractor}. If approval is not granted, the parties will negotiate mutually acceptable intellectual property rights to accomplish the State's goals for the affected deliverable(s).
3. The Vendor {Bidder/Contractor} grants the State a nonexclusive, irrevocable, royalty free license to use the Vendor's {Bidder's/Contractor's} Background IP delivered to the State for the purposes contemplated by this Blanket P.O.
4. Vendor {Bidder/Contractor} software computer programs and other methodologies used by Vendor {Bidder/Contractor} in the preparation of deliverables called for under the Blanket P.O., but not incorporated into the deliverable itself do not need to be identified as Background IP, and the Vendor {Contractor} retains all ownership therein, as applicable.

C. Intellectual Property Rights in Software Deliverables

1. Where the Blanket P.O. requires the development and delivery of software computer programs, the State requires only the rights necessary to accomplish the purposes of the software as set forth in the Bid Solicitation. Accordingly, unless the Bid Solicitation requires Vendors {Contractors} to provide full ownership of the software computer programs, the Vendor {Bidder} proposing commercial off the shelf software, or customized/configured commercial off the shelf software (collectively "COTS") may license the COTS to the State on the same terms customarily provided to the public, provided that the license customarily provided to the public is:
   a. included within the Quote; and
   b. sufficient to meet the State's needs as set forth in the Bid Solicitation.
2. A license customarily provided to the public will necessarily include terms and conditions that conflict with the Bid Solicitation. Accordingly, where a license agreement is included with the Quote pursuant to the terms of this section, the Vendor {Bidder} by including the license agreement with its Quote, expressly agrees that terms within the Vendor's {Bidder's} license agreement regarding indemnification, limitation of liability, choice of law, governing law, and confidentiality which conflict with the terms of the Blanket P.O. and are void and have no effect. The State expressly reserves the right to negotiate all other terms and conditions of the license agreement.

3. Where the Bid Solicitation advises that the State seeks full ownership of the computer software program, the work shall be considered "work for hire", i.e., the State, not the Vendor {Contractor} or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed for or are a result of the services required under this Blanket P.O. 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 Blanket P.O., Vendor {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.

5.9 DATA CONFIDENTIALITY AND SECURITY

5.9.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the Vendor {Contractor} are confidential (State Confidential Information). The Vendor {Contractor} must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Vendor {Contractor} is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State that is deemed confidential. Any use, sale, or offering of this data in any form by the Vendor {Contractor}, or any individual or entity in the Vendor's {Contractor's} charge or employ, will be considered a violation of this Blanket P.O. and may result in Blanket P.O. termination and the Vendor's {Contractor's} suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The Vendor {Contractor} shall assume total financial liability incurred by the Vendor {Contractor} associated with any breach of confidentiality.

When requested, the Vendor {Contractor} and all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Vendor {Contractor} may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Vendor's {Contractor's} responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one (1) month of the employees' start date.

The State reserves the right to obtain, or require the Vendor {Contractor} to obtain, criminal history background checks from the New Jersey State Police for all Vendor {Contractor} and project staff (to protect the State of New Jersey from losses resulting from Vendor {Contractor} employee theft, fraud or dishonesty). If the State exercises this right, the results of the background check(s) must be made available to the State for consideration before the employee is assigned to work on the State's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on State Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

5.9.1.1 CONTRACTOR'S CONFIDENTIAL INFORMATION

a) The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena.

b) By virtue of this contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this contract. Contractor's Confidential

Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Contractor's quotation as Background IP ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena.

c) A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

d) The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information.

e) In the event that the State receives a request for Contractor Confidential Information related to this contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information.

f) In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information.

g) Notwithstanding the requirements of nondisclosure described in these Sections 5.9.1 and 5.9.1.1, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.9.1.1(e), or if Contractor is unsuccessful in defending its rights as described in Section 5.9.1.1(e), or (iv) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.9.1.1(f), or if the State is unsuccessful in defending its rights as described in Section 5.9.1.1(f).

5.9.2 DATA SECURITY STANDARDS

- Data Security: The Vendor {Contractor} at a minimum must protect and maintain the security of data in accordance with the policies and standards contained in the New Jersey Statewide Information Security Manual (https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf), which is derived from derived from applicable State and federal laws; industry best practices including the National Institute of Standards and Technology (NIST) Cybersecurity Framework for Improving Critical Infrastructure; NIST Special Publication 800-53 Revision 4, Security and Privacy Controls for Federal Information Systems and Organizations; NIST Special Publication 800-171, Protecting Controlled Unclassified Information in Nonfederal Information

Systems and Organizations; the Center for Internet Security (CIS) Top 20 Critical Security Controls; and the Cloud Security Alliance (CSA) Cloud Controls Matrix (CCM).

All information assets and information shall be classified according to their sensitivity and criticality. Protection mechanisms shall be implemented commensurate with the impact should there be a loss of confidentiality, integrity, and/or availability of the asset or information.

- Data usage, storage, and protection is subject to all applicable federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for Health Insurance Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Contractor shall also conform to Payment Card Industry (PCI) Data Security Standard.

Data Transmission: The Contractor must only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. The Contractor shall only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Contractor must encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.

Data Storage: All data provided by the State of New Jersey or State data obtained by the Contractor in the performance of the Contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Project Manager. The Contractor shall encrypt all data at rest defined as personally identifiable information by the State of New Jersey or applicable law, regulation or standard. The Contractor shall not store or transfer State of New Jersey data outside of the United States.

Data Scope: All provisions applicable to State data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.

Data Re-Use: All State data shall be used expressly and solely for the purposes enumerated in the Contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State data of any kind shall be transmitted, exchanged or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.

Data Breach: Unauthorized Release Notification: The Contractor must comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor shall assume responsibility for informing the State Contract Manager within 24 hours and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the State of New Jersey.

End of Contract Data Handling: Upon termination/expiration of this Contract the Contractor shall first return all State data to the State in a usable format as defined in the Contract, or in an open standards machine-readable format if not. The contractor shall then erase, destroy, and render unreadable all Contractor copies of State data according to the standards enumerated in accordance with the State's most recent Information Disposal and Media Sanitation policy, currently 09-10-NJOIT (http://www.nj.gov/it) and certify in writing that these actions have been completed within thirty (30) days after the termination/expiration of the Contract or within seven (7) days of the request of an agent of the State whichever shall come first.

5.10 NEWS RELEASES

The Vendor {Contractor} is not permitted to issue news releases pertaining to any aspect of the services being provided under this Blanket P.O. without the prior written consent of the Director.

5.11 ADVERTISING

The Vendor {Contractor} shall not use the State's name, logos, images, or any data or results arising from this Blanket P.O. as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.12 LICENSES AND PERMITS

The Vendor {Contractor} shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Blanket P.O. Notwithstanding the requirements of the Bid Solicitation, the Vendor {Contractor} shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Blanket P.O. award. All costs associated with any such licenses, permits, and authorizations must be considered by the Vendor {Bidder} in its Quote.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

All claims asserted against the State by the Vendor {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 this Blanket P.O. 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 BLANKET P.O. REQUIREMENTS

In the event that the Vendor {Contractor} fails to comply with any material Blanket P.O. requirements, the Director may take steps to terminate this Blanket P.O. in accordance with the SSTC, authorize the delivery of Blanket P.O. items by any available means, with the difference between the price paid and the defaulting Vendor's {Contractor's} price either being deducted from any monies due the defaulting Vendor {Contractor} or being an obligation owed the State by the defaulting Vendor {Contractor}, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.14 LIQUIDATED DAMAGES

Not applicable to this procurement

5.15 RETAINAGE

Not applicable to this procurement

5.16 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The Vendor {Contractor} shall not begin performing any additional work or special projects without first obtaining the State Contract Manager's recommendation and the Director's written approval.

In the event of additional work and/or special projects, the Vendor {Contractor} must present a written Quote to perform the additional work to the State Contract Manager. The Quote should provide justification for the necessity of the additional work. The relationship between the additional work and the base Blanket P.O. work must be clearly established by the Vendor {Contractor} in its Quote.

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

The written Quote must detail the cost necessary to complete the additional work in a manner consistent with this Blanket P.O. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Vendor {Contractor} in the Vendor's {Contractor's} original Quote submitted in response to this Bid Solicitation. 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 Vendor {Contractor} in its original Quote. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the Vendor's {Contractor's} written Quote, 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 Technology.

In the event the Vendor {Contractor} proceeds with additional work and/or special projects without the Director's written approval, it shall be at the Vendor's {Contractor's} sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.17 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

The indemnification provisions set forth in the SSTC, Section 4.1 shall prevail.

5.17.1 INDEMNIFICATION

Section 4.1 of the SSTC is deleted and replaced with the following:

The Vendor's {Contractor's} liability to the State and its employees in third party suits shall be as follows:

a. The Vendor {Contractor} shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:

i. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Blanket P.O. or the order; and

ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of this Blanket P.O. {Contract}; and

iii. The Vendor's {Contractor's} indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions.

b. In the event of a claim or suit involving third-party Intellectual Property Rights, the Vendor {Contractor}, at its option, may: (1) procure for the State 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. The State will (1) promptly notify Vendor {Contractor} in writing of the claim or suit; (2) Vendor {Contractor} shall have control of the defense and settlement of any claim that is subject to Section 4.1(a); provided; however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Vendor {Contractor} at its expense. Furthermore, neither Vendor {Contractor} nor any attorney engaged by Vendor {Contractor} shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement;

c. Notwithstanding the foregoing, Vendor {Contractor} has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State's unauthorized combination, operation, or use of a product supplied under this Blanket P.O. with any product, device, or Software not supplied by Vendor {Contractor}; (2) the State's unauthorized alteration or modification of any product supplied under this Blanket P.O.; (3) the Vendor's {Contractor's} compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Vendor {Contractor} with such designs, specifications, requests, or instructions, Vendor {Contractor} reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Vendor {Contractor} to proceed with one (1) or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update or modification to the product provided by Vendor {Contractor};

d. Vendor {Contractor} will be relieved of its responsibilities under Subsection 4.1(a)(i) and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents. Subject to the New Jersey Tort Claims Act (<u>N.J.S.A.</u> 59:1-1 <u>et</u> <u>seq.</u>), the New Jersey Contractual Liability Act (<u>N.J.S.A.</u> 59:13-1 <u>et</u> <u>seq.</u>) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Subsection 4.1(a)(i) and (ii) which results in an unaffiliated third party claim. This is Vendor's {Contractor's} exclusive remedy for these claims;

e. This section states the entire obligation of Vendor {Contractor} and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any

Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Vendor {Contractor} disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product; and

f. The State of New Jersey will not indemnify, defend, pay or reimburse for claims or take similar actions on behalf of the Vendor {Contractor}.

4.1.1 LIMITATION OF LIABILITY

a. The Vendor {Contractor}'s liability to the State for actual, direct damages resulting from the Vendor {Contractor}'s performance or non-performance of, or in any manner related to, this Blanket P.O. for any and all claims, shall be limited in the aggregate to 200% of the fees paid to Vendor {Contractor} for the products or Services giving rise to such damages, except that such limitation of liability shall not apply to the following:
   i. The Vendor {Contractor}'s indemnification obligations as described in the SSTC Section 4.1; and
   ii. The Vendor {Contractor}'s breach of its obligations of confidentiality described in Bid Solicitation Section 5.9.1; and

b. The Vendor {Contractor} shall not be liable for consequential or incidental damages.

5.17.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 4.2 of the SSTC regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

A. Professional Liability Insurance: The Vendor {Contractor} shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Vendor {Contractor} from any liability arising out the professional obligations performed pursuant to the requirements of this Blanket P.O. 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 Vendor {Contractor} has claims-made coverage and subsequently changes carriers during the term of this Blanket P.O., it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.17.3 PERFORMANCE GUARANTEE OF VENDOR {CONTRACTOR}

Section 5.11 of the SSTC is deleted and replaced with the following:

5.11 VENDOR {CONTRACTOR} PERFORMANCE WARRANTIES

1. COTS and Customized Software
   a. Vendor {Contractor} warrants that the COTS and Customized Software products licensed to the State shall operate in all material respects as described in the Bid Solicitation and/or Vendor {Contractor} technical documentation for 90 days after Acceptance. The State shall notify Vendor {Contractor} of any COTS or Customized Software product deficiency within 90 days after Acceptance. For a Blanket P.O. requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of the Blanket P.O.;

b. Except for the portion of Vendor's {Contractor's} COTS or Customized Software product that intentionally contains one (1) or more of the following for the purpose of anti-virus protection, Vendor {Contractor} warrants that, at the time of delivery and installation of the COTS or Customized Software provided pursuant to this Blanket P.O., its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the COTS or Customized Software, collect unlawful personally identifiable information on users, or prevent the COTS or Customized Software from performing as required under this Blanket P.O.;

c. In the event of any breach of this warranty, the Vendor {Contractor} shall correct the product errors that caused the breach of warranty, or if Vendor {Contractor} cannot substantially correct such breach in a commercially reasonable manner, the State may end its usage and recover the fees paid to Vendor {Contractor} for the license and any unused, prepaid technical support fees paid. Under no circumstances does this warranty provision limit the Vendor's {Contractor's} obligation in the event of a breach of confidentiality;

d. Vendor {Contractor} does not warrant that COTS or Customized Software is error-free or that it will operate uninterrupted.

2. Custom Software

a. Vendor {Contractor} warrants that Custom Software Deliverables shall operate in all material respects as described in the applicable specification documentation for 180 days after Acceptance. The State shall notify Vendor {Contractor} of any Custom Software deficiency within 180 days after Acceptance of the Custom Software Deliverable. Where the Vendor {Contractor} is providing multiple Custom Software Deliverables over the term of the Blanket P.O., the Notice Period shall begin to run after the Acceptance of the final Custom Software Deliverable under the Blanket P.O. At that time, the State may assert defect claims relating to any and all of the Custom Software Deliverables provided under the Blanket P.O.; however, the State may also assert claims earlier, in its discretion, without waiving the Notice Period;

b. For a Blanket P.O. requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of the Blanket P.O.

c. Vendor {Contractor} warrants that, at the time of Acceptance of the Custom Software Deliverable provided pursuant to this Blanket P.O., its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Custom Software, collect unlawful personally identifiable information on users, or prevent the Custom Software from performing as required under this Blanket P.O. Under no circumstances does this warranty provision limit the Vendor's {Contractor's} obligation in the event of a breach of confidentiality;

d. In the event of any breach of this warranty, Vendor {Contractor} shall correct the Custom Software errors that caused the breach of warranty, or if Vendor {Contractor} cannot substantially correct such breach in a commercially reasonable manner, the State may recover a portion of the fees paid to Vendor {Contractor} for the Custom Software with the uncorrected defect or in the event that the Custom Software is still deemed, by the State in its sole discretion, to be usable by the State even with the uncorrected defect, the State may recover a portion of the fees paid to Vendor

{Contractor} for the Custom Software (up to the total amount of such charges for such Custom Software) to reflect any reduction in the value of the Custom Software Deliverable as a result of the uncorrected defect.. Under no circumstances does this warranty provision limit the Vendor's {Contractor's} obligations in the event of a breach of confidentiality;

e. Vendor {Contractor} does not warrant that Custom Software is error-free or that it will operate uninterrupted;

3. IT Services
   a. Vendor {Contractor} warrants that all Services will be provided in a professional manner consistent with industry standards. The State shall notify Vendor {Contractor} of any Services warranty deficiencies within 90 days from performance of the deficient Services;

   b. In the event of any breach of this warranty, the Vendor {Contractor} shall re-perform the deficient Services, or if Vendor {Contractor} cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Vendor {Contractor} for the deficient Services.

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

   b. Vendor {Contractor} warrants that all equipment supplied to the State and operated by electrical current is UL listed where applicable;

   c. Vendor {Contractor} warrants that all new machines are to be guaranteed as fully operational for one (1) year from time of Acceptance by the State. For the avoidance of doubt, Acceptance with respect to Hardware in this Section 5.11(g) shall occur no later than 60 days after delivery, as evidenced by a signed delivery receipt. The Vendor {Contractor} shall render prompt service without charge, regardless of geographic location;

   d. Vendor {Contractor} warrants that sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;

   e. Vendor {Contractor} warrants that trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;

   f. Vendor {Contractor} warrants that all Software included with the Hardware shall perform substantially in accordance with specifications, for one (1) year from the time of Acceptance. Vendor {Contractor} warrants that Software media will be free from material defects in materials and workmanship for a period of one (1) year from the date of Acceptance;

   g. In the event of any breach of this warranty, Vendor {Contractor} shall promptly repair, replace or refund the purchase price of product rejected for failure to conform with Vendor's {Contractor's} product specifications; and

5. THEWARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND VENDOR {CONTRACTOR} EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

5.18 ACCESSIBILITY COMPLIANCE

The Vendor {Contractor} shall abide by the State's website standards and guidelines which include the mandatory accessibility information for Section 508 compliance for any web based systems. The standards can be located at the following links:

A. http://nj.gov/it/ps/07-12-NJOIT_web_accessibility_policy.pdf; and

B. https://www.nj.gov/it/services/policies.shtml

5.19 BLANKET P.O. ACTIVITY REPORT

The Vendor {Contractor} must provide, on a biannual basis, a record of all purchases made under this Blanket P.O. resulting from this Bid Solicitation. This reporting requirement includes sales to State Using Agencies, political sub-divisions thereof and, if permitted under the terms of this Blanket P.O., 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 entities. Quasi-State entities include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in Microsoft excel such that an analysis can be made to determine the following:

A. Vendor's {Contractor's} total sales volume, with line item detail, to each purchaser under this Blanket P.O.;

B. Subtotals by product, including, if applicable, catalog number and description, price list with appropriate page reference, and/or Blanket P.O. discount applied; and

C. Total dollars paid to Subcontractors.

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

The Vendor {Contractor} must submit the required information in Microsoft Excel format to NJSupplierReports@treas.nj.gov.

Reports are due:

January 1st through June 30th – due by July 30th; and
July1st through December 31st – due by January 30th.

5.20 ELECTRONIC PAYMENTS

With the award of this Blanket P.O., the successful Vendor(s) {Contractor(s)} will be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number, and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget's website at: http://www.state.nj.us/treasury/omb/forms/index.shtml. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers Vendors {Contractors} access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at AAIUNIT@treas.nj.gov to request access to this application.

5.21 PROGRAM EFFICIENCY ASSESSMENT FOR STATE USING AGENCIES

The Program Efficiency Assessment shall not be charged against the winning Vendor {Contractor} and therefore is not to be included in the Vendor's {Bidder's} pricing. The State Using Agencies shall be charged an assessment equal to one-quarter of one (1) percent (0.25%) of the value of all transactions under this Blanket P.O. This assessment is authorized by N.J.S.A. 52:27B-56 and N.J.A.C. 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.

For purposes of this section, "transaction" is defined as the payment or remuneration to the Vendor {Contractor} for services rendered or products provided to the State pursuant to the terms of this Blanket P.O., including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

6.0 QUOTE EVALUATION

6.1 RIGHT TO WAIVE

Pursuant to N.J.A.C. 17:12-2.7(d) the Director may waive minor irregularities or omissions in a Quote. The Director also reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 DIRECTOR'S RIGHT OF FINAL QUOTE ACCEPTANCE

The Director reserves the right to reject any or all Quotes, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or Blanket P.O.s in accordance with N.J.S.A. 52:34-12. Tie Quotes will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

6.3 STATE'S RIGHT TO INSPECT VENDOR (BIDDER) FACILITIES

The State reserves the right to inspect the Vendor's {Bidder's} establishment before making an award, for the purposes of ascertaining whether the Vendor {Bidder} has the necessary facilities for performing the Blanket P.O.

The State may also consult with clients of the Vendor {Bidder} during the evaluation of Quotes. Such consultation is intended to assist the State in making a Blanket P.O. award that is most advantageous to the State.

6.4 CLARIFICATION OF QUOTE / STATE'S RIGHT TO REQUEST FURTHER INFORMATION

After the submission of Quotes, unless requested by the State as noted below, Vendor {Bidder} contact with the State is not permitted.

After the Quotes are reviewed, one (1), some or all of the Vendors {Bidders} may be asked to clarify certain aspects of its Quote. 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 Quote.

Further, the Director reserves the right to request a Vendor {Bidder} to explain, in detail, how the Quote price was determined.

6.5 QUOTE EVALUATION COMMITTEE

Quotes may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Division. 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(s) in an advisory role.

6.6 ORAL PRESENTATION

NOT APPLICABLE TO THIS PROCUREMENT

6.7 EVALUATION CRITERIA

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

6.7.1 TECHNICAL EVALUATION CRITERIA

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

A. Personnel: The qualifications and experience of the Vendor's {Bidder's} management, supervisory, and key personnel assigned to the Blanket P.O., including the candidates recommended for each of the positions/roles required;

B. Experience of firm: The Vendor's {Bidder's} documented experience in successfully completing Blanket P.O. of a similar size and scope in relation to the work required by this Bid Solicitation; and

C. Ability of firm to complete the Scope of Work based on its Technical Quote: The Vendor's {Bidder's} demonstration in the Quote that the Vendor {Bidder} understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Blanket P.O.

6.7.2 VENDOR'S {BIDDER'S} STATE-SUPPLIED PRICE SHEETS

For evaluation purposes, Vendors {Bidders} will be ranked from lowest to highest according to the total Quote price located on the State-Supplied Price Sheets accompanying this Bid Solicitation.

6.7.3 QUOTE DISCREPANCIES

In evaluating Quotes, 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 correct sum of the column of figures.

In the event that a Vendor {Bidder} using ***NJSTART*** to submit a Quote uploads a State-Supplied Price Sheet and completes the "Items" Tab in ***NJSTART*** (instead of entering a Unit Cost of $1.00 as instructed), the State-Supplied Price Sheet will govern.

6.7.4 EVALUATION OF THE QUOTES

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible Vendor(s) {Bidder(s)} whose Quote, conforming to this Bid Solicitation, 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 Section 6.8 below, the Director reserves the right to negotiate price reductions with the selected Vendor {Bidder}.

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2-7, after evaluating Quotes, the Bureau may establish a competitive range and enter into negotiations with one (1) Vendor {Bidder} or multiple Vendors {Bidders} within this competitive range. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one (1) Vendor {Bidder} or multiple Vendors {Bidders}. Negotiations will be structured by the Bureau to safeguard information and ensure that all Vendors {Bidders} are treated fairly.

Similarly, the Bureau may invite one (1) Vendor {Bidder} or multiple Vendors {Bidders} to submit a Best and Final Offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Vendor's {Bidder's} most advantageous previously submitted pricing.

If required, after review of the BAFO(s), clarification may be sought from the Vendor(s) {Bidder(s)}. The Division may conduct more than one (1) round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of Quotes and as applicable, negotiation(s), and/or BAFO(s), the Bureau will recommend, to the Director, the responsible Vendor(s) {Bidder(s)} whose Quote(s), conforming to the Bid Solicitation, is/are most advantageous to the State, price, and other factors considered. The Director may accept, reject or modify the recommendation of the Bureau. The Director may initiate additional negotiation or BAFO procedures with the selected Vendor(s) {Bidder(s)}.

Negotiations will be conducted only in those circumstances where it is deemed by the Bureau or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Vendor {Bidder} is advised to submit its best technical and price Quote in response to this Bid Solicitation since the State may, after evaluation, make a Blanket P.O. award based on the content of the initial submission, without further negotiation and/or BAFO with any Vendor {Bidder}.

All contacts, records of initial evaluations, any correspondence with a Vendor {Bidder} related to any request for clarification, negotiation or BAFO, any revised technical and/or price Quotes, and related documents will remain confidential until a Notice of Intent to Award a Blanket P.O. is issued.

If the Bureau contemplates negotiation, Quote prices will not be publicly read at the Quote opening. Only the name and address of each Vendor {Bidder} will be publicly announced at the Quote opening.

6.9 "REQUEST FOR REVISION" WITHIN *NJSTART*

The State may request a revision of the Vendor's {Bidder's} Quote within ***NJSTART***. The Vendor {Bidder} shall respond to the "Request for Revision" (e.g., to reduce pricing if a BAFO is requested) only for the reason(s) identified by the State. Any changes made by a Vendor {Bidder} to the Quote other than as requested by the State shall be considered null and void.

6.10 POOR PERFORMANCE

A Vendor {Bidder} with a history of performance problems may be bypassed for consideration of an award issued as a result of this Bid Solicitation. The following materials may be reviewed to determine Vendor {Bidder} performance: Blanket P.O. cancellations for cause pursuant to Section 5.7(B) of the SSTC; information contained in Vendor performance records; information obtained from audits or investigations conducted by a local, state or federal agency of the Vendor's {Bidder's} work experience; current licensure, registration, and/or certification status and relevant history thereof; or its status or rating with established business/financial reporting services, as applicable. Vendors {Bidders} should note that this list is not exhaustive.

7.0 BLANKET P.O. AWARD

7.1 DOCUMENTS REQUIRED BEFORE BLANKET P.O. AWARD

7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134), EXECUTIVE ORDER NO. 117 (2008) AND N.J.A.C. 17:12-5 *ET SEQ.*

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

B. Prior to awarding any Blanket P.O. or agreement to any Business Entity, the Business Entity proposed as the intended Vendor {Contractor} of the Blanket P.O. shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf, shall be provided to the intended Vendor {Contractor} for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Blanket P.O., the intended Vendor {Contractor} shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State's request. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a Blanket P.O. under this Bid Solicitation, as well as future Blanket P.O. opportunities; and

C. Further, the Vendor {Contractor} is required, on a continuing basis, to report any contributions it makes during the term of the Blanket P.O., and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf, shall be provided to the intended Vendor {Contractor} with the Notice of Intent to Award.

The Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form is located on the Division's website. The form is also available in NJSTART. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation through ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

Vendors {Bidders} should verify its Chapter 51 Compliance status on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. In the event of an issue with a Vendor's {Bidder's} Chapter 51 Compliance status, ***NJSTART*** provides a link to take corrective action.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all Blanket P.O.s primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a Vendor {Contractor} or Subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance within U.S. of the SSTC.

Pursuant to the statutory requirements, the intended Vendor {Contractor} of a Blanket P.O. primarily for services with the State of New Jersey must disclose the location by country where services under the Blanket P.O., including subcontracted services, will be performed. The Source Disclosure Form accompanies the subject Bid Solicitation. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A BLANKET P.O. {CONTRACT} TO THE INTENDED VENDOR {BIDDER}.

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

The Source Disclosure Form is located on the Division's website. The form is also available in NJSTART. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation through ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

7.1.2.1 BREACH OF BLANKET P.O.

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE BLANKET P.O. SHALL BE DEEMED A BREACH OF BLANKET P.O. {CONTRACT}. If, during the term of the Blanket P.O., or any extension thereof, the Vendor {Contractor} or Subcontractor, who had upon Blanket P.O. award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the Vendor {Contractor} shall be deemed to be in breach of its Blanket P.O. Such Blanket P.O. shall be subject to termination for cause pursuant to Section 5.7b.1 of the SSTC, unless such shift in performance was previously approved by the Director and the Treasurer.

7.1.3 AFFIRMATIVE ACTION

The intended Vendor {Contractor} must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended Vendors {Contractors} not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf.

Vendors {Bidders} should verify its Affirmative Action Compliance status on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. In the event of an issue with a Vendor's {Bidder's} Affirmative Action Compliance status, ***NJSTART*** provides a link to take corrective action.

7.1.4 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Vendor {Bidder} and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Blanket P.O. See Section 4.4.2.1 of this Bid Solicitation for further information.

Vendors {Bidders} should verify its Business Registration Certification Active status on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. In the event of an issue with a Vendor's

{Bidder's} Business Registration Certification Active status, ***NJSTART*** provides a link to take corrective action. Vendors {Bidders} may refer to the QRG "Vendor Categories and Certifications" for instructions on completing certifications on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

7.2 FINAL BLANKET P.O. AWARD

Blanket P.O. award[s] will be made with reasonable promptness by written notice to that/those responsible Vendor(s) {Bidder(s)}, whose Quote(s), conforming to this Bid Solicitation, is(are) most advantageous to the State, price, and other factors considered. Any or all Quotes may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

It should be noted that the Scope of Work occurs in two (2) phases: Section 3.0 and Section 3.12. Section 3.0 is expected to be performed first, as soon after award as practicable. Section 3.12 is expected to be performed after Section 3.0**.**

7.3 INSURANCE CERTIFICATES

The Vendor {Contractor} shall provide the State with current certificates of insurance for all coverages required by the terms of this Blanket P.O., naming the State as an Additional Insured. See Section 4.2 of the SSTC accompanying this Bid Solicitation.

Vendors {Bidders} should verify its Insurance Certification Compliance status on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. In the event of an issue with a Vendor's {Bidder's} Insurance Certification Compliance status, contact the Division Procurement Specialist.

7.4 PERFORMANCE SECURITY

NOT APPLICABLE TO THIS PROCUREMENT

8.0 BLANKET P.O. ADMINISTRATION

8.1 STATE CONTRACT MANAGER

The State Contract Manager (SCM) is the State employee responsible for the overall management and administration of the Blanket P.O.

The SCM for this project will be identified at the time of execution of Blanket P.O. At that time, the Vendor {Contractor} will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency Blanket P.O. where only one (1) State office uses the Blanket P.O., the SCM will be responsible for engaging the Vendor {Contractor}, assuring that Purchase Orders are issued to the Vendor {Contractor}, directing the Vendor {Contractor} to perform the work of the Blanket P.O., approving the deliverables and approving payment vouchers. The SCM is the person who the Vendor {Contractor} will contact **after the Blanket P.O. is executed** for answers to any questions and concerns about any aspect of the Blanket P.O. The SCM is responsible for coordinating the use of the Blanket P.O. and resolving minor disputes between the Vendor {Contractor} and any component part of the SCM's Department. The SCM is also responsible for notifying Office of Information Technology (OIT) and other appropriate parties of security and privacy violations or incidents. The SCM cannot modify the Blanket P.O., direct or approve a Change Order.

If the Blanket P.O. has multiple users, the SCM shall be the central coordinator of the use of the Blanket P.O. for all Using Agencies, while other State employees engage and pay the Vendor

{Contractor}. All persons and agencies using the Blanket P.O. must notify and coordinate the use of the Blanket P.O. with the SCM.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any Blanket P.O. user that is unable to resolve disputes with a Vendor {Contractor} shall refer those disputes to the SCM for resolution. Any questions related to performance of the work of the Blanket P.O. by Blanket P.O. users shall be directed to the SCM. The Vendor {Contractor} may contact the SCM if the Vendor {Contractor} cannot resolve a dispute with Blanket P.O. users.

9.0 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

(Rev: 4/15/19)

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's Proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.

1.1 CONTRACT TERMS CROSSWALK

NJSTART **Term**	**Equivalent Statutory, Regulatory and/or Legacy Term**
Bid/Bid Solicitation	Request For Proposal (RFP)/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the bidder who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

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 sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

2.2 ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions Contracts (Exhibit B and Executive Order 151, August 28, 2009, attached) as appropriate.

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.

2.3 PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on [this proposal] is his/her guarantee that neither he/she nor any subcontractors he/she 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; the bidder’s signature on the proposal is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [this proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

2.4 AMERICANS WITH DISABILITIES ACT

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

2.5 MACBRIDE PRINCIPLES

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom’s Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.6 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

A. Make or solicit a contribution in violation of the statute;

B. Knowingly conceal or misrepresent a contribution given or received;

C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;

D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;

E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;

F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;

G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or

H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

2.7 POLITICAL CONTRIBUTION DISCLOSURE

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at $50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at http://www.elec.state.nj.us/.

2.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

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

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards, now known as the State Ethics Commission;

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

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

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

The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards, now known as the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

2.9 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.
The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

2.10 COMPLIANCE - LAWS

The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.11 COMPLIANCE - STATE LAWS

It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

2.12 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

3.1 COMPLIANCE - CODES

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

3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who 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 pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree 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 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, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:

1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;

2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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;

3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel 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; and

4. 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, race, 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.

3.4 BUILDING SERVICE

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

3.6 SERVICE PERFORMANCE WITHIN U.S.

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

3.7 BUY AMERICAN

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

3.8 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14, a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see https://nj.gov/labor/equalpay/equalpay.html.

4. INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

The contractor’s liability to the State and its employees in third party suits shall be as follows:

A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including 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 this contract;

B. The contractor’s indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and

C. In the event of a patent and copyright 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.

4.2 INSURANCE

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days’ written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor’s insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at:

ccau.certificate@treas.nj.gov

The insurance to be provided by the contractor shall be as follows:

A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be $1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as “Additional Insureds” and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;

B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1,000,000 per occurrence as a combined single limit. The State must be named as an “Additional Insured” and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State’s behalf or on State controlled property;

C. Worker’s Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

   1. $1,000,000 BODILY INJURY, EACH OCCURRENCE;
   2. $1,000,000 DISEASE EACH EMPLOYEE; and
   3. $1,000,000 DISEASE AGGREGATE LIMIT.

      a. This $1,000,000 amount may have been raised by the RFP when deemed necessary by the Director; and

      b. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

5. TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR
The contractor's status shall be that of any independent contractor and not as an employee of the State.

5.2 CONTRACT AMOUNT
The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.

5.3 CONTRACT TERM AND EXTENSION OPTION
If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director’s Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 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 deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor

advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and

B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.5 CHANGE IN LAW

Whenever a change in applicable law or regulation affects the scope of work, the Director shall provide written notice to the contractor of the change and the Director's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

A. If the contractor does not agree with the adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the adjusted contract price. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and

B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.6 SUSPENSION OF WORK

The State 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 for goods ordered, goods delivered, or services requested and performed 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 shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

5.7 TERMINATION OF CONTRACT

A. For Convenience:
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;

B. For Cause:
6. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond; and

7. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.

C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and

D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING OR ASSIGNMENT

C. Subcontracting: The contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor'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; and

D. Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE

Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

5.10 MERGERS, ACQUISITIONS

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

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

E. All equipment supplied to the State and operated by electrical current is UL listed where applicable;

F. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;

G. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;

H. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;

I. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and

J. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

5.12 DELIVERY REQUIREMENTS

A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;

B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;

C. Items delivered must be strictly in accordance with the contract; and

D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

5.14 CONTRACT AMENDMENT

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

5.15 MAINTENANCE OF RECORDS

The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless a longer period is required by law. Such records shall be made available to the State, including the Comptroller, for audit and review.

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.
In connection with this assignment, the following are the express obligations of the contractor:

A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;

B. It shall advise the Attorney General of New Jersey:

   1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and

   2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.

C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and

D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

6. TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and documentation.

6.2 TAX CHARGES

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

6.3 PAYMENT TO VENDORS

A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;

B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;

C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and

D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

6.4 OPTIONAL PAYMENT METHOD: P-CARD

The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.5 NEW JERSEY PROMPT PAYMENT ACT

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds $5.00 per properly executed invoice.

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

6.6 AVAILABILITY OF FUNDS

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

7. TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section 7 of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

7.1 PROCUREMENT OF RECOVERED MATERIALS

To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this Section 7.1 of the Standard Terms and Conditions modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
    1. Paper and paper products listed in 40 C.F.R. 247.10;
    2. Certain vehicular products as listed in 40 CFR 247.11;
    3. Certain construction products listed in 40 C.F.R. 247.12;
    4. Certain transportation products listed in 40 C.F.R. 247.13;
    5. Certain park and recreation products, 40 C.F.R. 247.14;
    6. Certain landscaping products listed in 40 C.F.R. 247.15;
    7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
    8. Other miscellaneous products listed in 40 C.F.R. 247.17.

B. As defined in 40 CFR 247.3, "recovered material" means:
    1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
    2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
        a. Postconsumer materials such as --
            i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their

end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and

ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and

b. Manufacturing, forest residues, and other wastes such as --

i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;

iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;

iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and

v. Fibers recovered from waste water which otherwise would enter the waste stream.

C. For contracts in an amount greater than $ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed is subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

7.2 EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

(2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7.3 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of $ 2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

7.4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of $ 100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7.5 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7.6 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Contracts and subgrants of amounts in excess of $ 150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7.7 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7.8 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding $ 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES 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 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 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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 personnel 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, race, 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; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase an Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase an Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.S.A. 10:5-39 et. seq. (P.L. 1983, c. 197)
N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION 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 be limited to the following: employment, up grading, 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.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of $250,000 to guarantee equal employment opportunity to veterans.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contactor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at http://NJ.gov/http://NJ.gov/JobCentralNJ;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.