

**Method of Operation**  
**For**  
**Data Communications Products and Services**

**M7000**

**1.0 Purpose and Intent**

The purpose of this contract is to provide a mechanism to purchase data communications products and services for all State agencies and Cooperative Purchasing Participants.

The State of New Jersey has joined the Western States Contracting Alliance (“WSCA”) Data Communications Products and Services contract. The contract provides Data Communications products and services outlined in the specifications for all participating States. Through this program, the State of New Jersey and other participating states are leveraging their collective buying power to achieve significant cost savings for their respective taxpayers. This WSCA contract with participating equipment manufacturers for data communications products and services is managed by the state of Utah.

The State of New Jersey has signed Participating Addenda with several equipment manufacturers. Please refer to Contractor List posted on the State contract page. The Participating Addendum is a contractual document stipulating New Jersey-specific terms and conditions with each equipment manufacturer, and incorporates by reference all the terms and conditions of each Contractor’s individual contract with WSCA through the State of Utah. Each Contractor is permitted to sell the products and services as indicated in its Master Agreement (MA). Each MA is located on the WSCA Data Communications website, which is referenced below in Section 2.0.

**COOPERATIVE PURCHASING PARTNERS:** While the State of New Jersey makes this contracting vehicle available to county, local and quasi-governmental agencies, each Cooperative Purchasing Partner should make its own determination whether using this contracting vehicle is consistent with its procurement policies, rules and regulations.

**2.0 Contract Term**

The term of this contract is September 1, 2014 through May 31, 2019. Information about the WSCA Data Communications contracts is available on the WSCA website, which specifies the links for each manufacturer:

<http://www.aboutwsca.org/contract.cfm/contract/7wn2002>

**3.0 Method of Operation**

Using Agencies may only purchase products and services that are within the scope of each Contractor’s Master Agreement. There are no dollar limits on orders.

The Contractors may utilize Fulfillment Partners as approved and listed by the Contractors and the State. Each Contractor has a list of Fulfillment Partners to be utilized for providing equipment and services under its respective contract with the State. These Fulfillment Partners are listed on the State's Notice of Award (as "authorized dealers") and on the individual Contractor's website. However, each Contractor remains solely responsible for the performance of its Fulfillment Partners under the terms and conditions of the contract with the State. The State of New Jersey may request the removal of a Fulfillment Partners for cause, including vendor responsibility reasons.

The Using Agency must obtain a minimum of three (3) quotes from at least three (3) Fulfillment Partners and must accept the lowest quote. However, it is suggested that Using Agencies seek quotes from as many Fulfillment Partners as possible from a specific Contractor in order to ensure the lowest possible price. The purpose of this contract is to ensure the best possible price for products and services that meet the needs of the agency.

### **3.1 WSCA Contractor's Scope of Equipment and Services**

The Contractor may only fill contract orders from the scope of products and services for which the Contractor has been awarded a contract. Contractors are contractually bound to keep their respective website information current and accurate.

### **3.2 Pricing**

Each Contractor has been awarded a contract based on the percent discount off the current global MSRP Schedule applicable to United States customers. This is considered the baseline or minimum contract discount. Each Contractor's Fulfillment Partners may offer additional, incremental discounts for the products and services, which are above and beyond the Contractor's minimum contract discounts. The Contractor's Fulfillment Partners cannot offer less favorable pricing discounts than the established minimum contract discounts. This will enable the Using Agencies to avail themselves of the best possible price and promote competition within the authorized reseller/partner community. Agencies must go to each Contractor's respective website to access its minimum contract discounts and the pricelists for equipment and services that are authorized for sale. The Contractor should have a list of its approved Fulfillment Partners on its website. All quotes issued by a Fulfillment Partner must contain the base price or list price, the discount offered by the reseller and the State's price after the discount is applied.

### **3.2.1 Price Guarantee Period**

The Data Communication Provider's Discount rate shall remain in effect for the term of the WSCA-NASPO Master Price Agreement

### **3.2.2 E-Rate Requirement**

As part of the publicly bid State of Utah contract, all Contractors were required to participate in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of this program must be provided without the addition of any service or administration fee by a Contractor.

### **3.2.3 Freight Terms of Sale: F.O.B. Destination, Freight Prepaid**

Each Contractor or its Fulfillment Partners shall ship all products F.O.B. Destination, shipping and handling prepaid by the Contractor or its authorized resellers/partners.

### **3.3 Usage Reporting Requirement**

All Contractors shall deliver a copy of the required Quarterly Volume Reports (February 28<sup>th</sup>, May 31<sup>st</sup>, August 31<sup>st</sup>, and November 30<sup>th</sup>) described in the WSCA Master Agreement to the State Primary contact defined in the Participating Addendum.

### **3.4 Product Revision Requests**

1. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the WSCA-NASPO Contract Administrator and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:
  - a. Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 1/01/14 would be effective in the eMarket Center on 2/01/14). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/14 would be effect in the eMarket Center on 1/01/15).
  - b. Contract Administrator-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

The New Jersey Procurement Bureau will not be accepting, approving or denying contractors' request to modify, add or delete products from the contracts.

### **3.5 Warranties**

Each Contractor has provided warranties for the equipment and services that it is authorized to sell and/or license as set forth in its respective Participating Addendum with the State of New Jersey and in the WSCA Master Agreement with the State of Utah. Agencies should refer to each Contractor's website for copies of the Master Agreements for further information on warranty provisions.

### **3.6 Technical Support**

Technical support is available through each Contractor's offerings of products and services. Please refer to each Contractor's website for further details on the types and levels of support that are available from each Contractor and from its authorized Fulfillment Partners.

### **3.7 Services**

For each category listed in Section 3.8 of the Method of Operation, the following services should be available for procurement at the time of product purchase or anytime afterwards.

**3.7.1 Maintenance Services** — Capability to provide technical support, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

#### **3.7.2 Professional Services**

- Deployment Services
  - Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.
  - Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.
  - Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.
- Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.
- Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.
- Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.
- Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.

### **3.7.3 Partner Services** — Provided by Contractor’s Authorized Partners/Resellers.

- Subject to Contractor’s approval and the certifications held by its Partners/Resellers, many Partners/Resellers can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. As the prime, Contractor is still ultimately responsible for the performance of its Partners/ Resellers. Customers can have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Partners/Resellers.

### **3.7.4 Training** — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

Using Agencies may purchase said services from Contractor and/or its Fulfillment Partner without purchasing equipment (i.e., standalone Purchase Orders for services only are permitted). These services may be purchased under this contract with the stipulation that the services must be directly related to the installation, ongoing support, maintenance and/or optimization of the products offered under this contract. Each Contractor must include the authorized services on its respective website (i.e., pricelists). **Fulfillment Partners are not permitted to offer Using Agencies any other services not specified on the Contractor’s website and/or on its pricelists.**

**This contract may not be used for the procurement of cabling installation services only. Cabling installation services are permissible under this contract provided the installation services are tied to the purchase and installation of equipment purchased under this contract and/or labor to add on to existing systems/equipment purchased under this contract. The cabling installation services may not exceed 20% of the total order.**

## **3.8 Categories of Products and Services Covered by This Contract**

### **DATA CENTER APPLICATIONS**

Application networking solutions and technologies that enable the successful and secure delivery of applications within data centers to local, remote, and branch-office users using technology to accelerate, secure, and increase availability of both application traffic and computing resources.

### **NETWORKING SOFTWARE**

Software that runs on a server and enables the server to manage data, users, groups, security, applications, and other networking functions. The network operating system is designed to allow shared file and printer access among multiple computers in a network, typically a local area network (LAN), a private network or to other networks.

### **NETWORK OPTIMIZATION AND ACCELERATION**

Devices and tools for increasing data-transfer efficiencies across wide-area networks.

## **OPTICAL NETWORKING**

High capacity networks based on optical technology and components that provide routing, grooming, and restoration at the wavelength level as well as wavelength based services

## **ROUTERS**

A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

## **SECURITY**

## **STORAGE NETWORKING**

High-speed network of shared storage devices connecting different types of storage devices with data servers.

## **SWITCHES**

Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

## **WIRELESS**

Provides connectivity to wireless devices within a limited geographic area.

## **UNIFIED COMMUNICATIONS**

A set of products that provides a consistent unified user interface and user experience across multiple devices and media types. Unified Communications that is able to provide services such as session management, voice, video, messaging, mobility, and web conferencing. It can provide the foundation for advanced unified communications capabilities of IM and presence-based services and extends telephony features and capabilities to packet telephony network devices such as IP phones, media processing devices, Voice over IP (VoIP) gateways, and multimedia applications. Additional services, such as unified messaging, multimedia conferencing, collaborative contact centers, and interactive multimedia response systems, are made possible through open telephony APIs.

**Using Agencies within the Executive Branch may not purchase products in the categories of VoIP phones, call control, and/or physical security for the duration of this contract, including all extensions and renewals.**

### **3.9 Leasing**

**Leasing is not permitted under this Contract.**

#### **4.0 Purchases Related to Public Works**

Before making a purchase under this contract related to a public work, as defined below, the Using Agency must first advise the Contractor that the purchase is related to a public work. The Contractor will then assist the Using Agency in identifying products that meet the State's requirements under N.J.S.A. 52:32-1 (Buy American). If compliant products are available, the Using Agency may seek those products from the Contractor or its Fulfillment Partners, as outlined in this Method of Operation. If the Contractor cannot offer compliant products, the Using Agency must seek another product or solution that is compliant.

For purposes of this Method of Operation, "public work," as defined in N.J.S.A. 34:11-56.25(5), means construction, reconstruction, demolition, alteration, custom fabrication, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. "Public work" shall also mean construction, reconstruction, demolition, alteration, custom fabrication, or repair work, done on any property or premises, whether or not the work is paid for from public funds, if, at the time of the entering into of the contract the property or premises is owned by the public body or:

- (a) Not less than 55% of the property or premises is leased by a public body, or is subject to an agreement to be subsequently leased by the public body; and
- (b) The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet.

#### **4.1 Contractor Pricelists and Websites**

Each Contractor has a dedicated website for this contract. Each website will provide the Fulfillment Partners and list and all products, services and pricing as indicated in sections above.

Please refer to the State Contract solicitation page for a list of current Contractor websites.

The detailed contract line items are specified on the Notice of Award.