March 27, 2009

## ADDENDUM No. 2

To

REQUEST FOR PROPOSALS

For

INTEGRATION SERVICES

For the

SCHOOL CONSTRUCTION PROGRAM

**ISSUED MARCH 16, 2008** 

By

THE NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY

## PLEASE TAKE NOTICE:

THE PROPOSAL PACKAGE DUE DATE HAS BEEN EXTENDED. PROPOSAL PACKAGES ARE DUE NO LATER THAN 5:00 PM on Tuesday, April 7, 2009, at the offices of the New Jersey Schools Development Authority located at 1 West State Street (the Wachovia Bank Building), 1st Floor, Trenton, New Jersey 08625-0991, and must be delivered in the manner set forth in the RFP.

This ADDENDUM No. 2 includes questions submitted electronically by 5 PM on Wednesday, March 25, 2009, and answers thereto and clarifications to the RFP. Questions and answers may have been paraphrased in whole or in part. Terms in this Addendum shall have the same meaning as provided in Section 1 of the Agreement, except as otherwise provided herein.

## A. <u>TIMELY SUBMITTED ELECTRONIC QUESTIONS, AND NJSDA ANSWERS</u>

**A.1 Question:** In the second line of RFP Section 1.1 (Firm Experience-Case Studies) the term "experience with electronic data transmission" is used. Please clarify what is meant by "electronic data transmission." Does this refer to general "networking?"

**Answer:** For clarification, "Electronic Data Transmission" shall be referred to as "Network Infrastructure". In addition, any reference to "electronic data transmission" shall be replaced with the term "network infrastructure".

**A.2 Question:** In Section 1.1, Line 6, "a sample of similar contracts" is requested. Does "similar contracts" in this context refer to the actual contract document executed by the parties or does it refer to "similar engagements"? If it refers to the contract document itself, there may be issues of confidentiality as we would need the client's permission to copy and distribute its executed contract.

Answer: Pursuant to the RFP, "a sampling of materials specifically and directly utilized in the project must accompany each case study, provided such material is non-confidential and may appropriately be subject to later release as a "public document." Confidential information may be redacted.

**A.3 Question:** The RFP specifies that a "Key Team Member" may be "a principal, partner or officer of the firm, systems integrator, senior systems integrator, technician, engagement manager, systems engineer, project executive, or project manager/coordinator" represented in the Technical Proposal as having a responsible role in the successful completion of the required Services.

As such, can the requirement to fill out Form 202 and provide specific client references for certain persons such as the company president and controlling officers be waived? We request this to reflect the fact that in nearly all cases senior corporate officers are not directly involved in the technical aspects of a project; in addition, they handle many simultaneous projects, and are generally unknown to the client as they are called upon only to resolve issues or take corrective action when required. References, of course, can be provided for key persons serving in direct project management and engineering services.

**Answer:** Pursuant to the RFP, please provide key team member resumes that identify the individuals who will be involved and the primary role and responsibilities of each key team member, as well as the principal/senior officer who will serve as the engagement leader. Please provide resumes for these individuals including years of employment in your

organization and total years of network infrastructure computer systems services at educational K-12 facilities experience.

**Question:** With respect to résumés, does Form 202 replace an actual résumé, or may we submit a résumé in conjunction with Form 202 as the space provided for 'description of project' is very small?

Answer: Yes, firms may attach comparable resume forms to Form 202.

**A.5 Question:** For persons requiring Form 202, the table provided by NJSDA in the RFP gives 5 lines items. Must Form 202 list 5 previous experiences and references, or can there be fewer if the engineer participated in fewer than five engagements?

**Answer:** Please include all relevant experience. Pursuant to the RFP, please provide resumes for these individuals including years of employment in your organization and total years of network infrastructure computer systems services at educational K-12 facilities experience.

**A.6 Question:** Attachment D refers to "Key Persons" and defines Key Persons as "any individual employed by the Applicant Business Concern in a supervisory capacity or empowered to make discretionary decisions with respect to bids and/or contracts within the State of New Jersey," in addition to those who own at least 10% of the company. In this regard, we seek confirmation from NJSDA that the "Key Persons" on Attachment D are not necessarily the same as "Key Team Members" stated on Form 202 because those on Form 202 will have project authority but not necessarily contract and bid authority.

**Answer:** That is correct.

A.7 Question: For Case Studies, does NJSDA envision case studies for individual projects or for programs? For example, if the vendor's "contracting entity" was The City of Pittsburgh where 100 public schools were integrated, does the vendor supply a general description of the work performed for the whole city, or does NJSDA envision that the 3 Case Studies be a description of 3 particular schools integrated as part of that contract? In this regard, should the reference be for a person at the school who can attest to the quality of the work, or from the central school authority office who attests that the vendor has/had a contract to perform work in the City's schools?

**Answer:** Firms should present Case Studies that represent a single integration contract. If a firm entered into a single contract with a city where multiple schools were integrated, that can be submitted as a case study. If a firm contracted with a particular school, that information can also be submitted as a case study. If a firm's case study represents a city, a

district representative should be listed as a reference. Firms should use their discretion.

**A.8 Question:** Is it a requirement that the integrator owns its storage facility or can the integrator lease or subcontract a warehouse facility (as this would be a possible opportunity to utilize an SBE firm)?

**Answer:** The storage facility can be owned, leased or subcontracted.

**A.9 Question:** With respect to storage and delivery costs in general, the RFP indicates that storage can only be charged after 60 days and if caused by client error. As these charges can be significant, e.g., space, trucking, debris removal fees, manual labor for loading/unloading, repacking, etc., how can the vendor recuperate these charges under "normal" circumstances?

**Answer:** Storage charges are currently established under the rules and regulations of the State of NJ, with which the NJSDA must remain compliant. Therefore, NJSDA cannot deviate from those practices.

- **A.10 Question:** There are specific tasks associated with the storage and delivery of equipment that are not addressed on the fee proposal. Please explain how the integrator can invoice for these services:
  - Receipt and inspection of delivered equipment.
  - Boxing/Carton Repacking/Palletizing of equipment for delivery-this occurs when manufacturers ship items in individual boxes requiring them to be individually loaded onto pallets for delivery to the school.
  - Breakdown of oversized packaging and repacking.
  - Labeling-identifying the equipment and properly labeling the room/location for the delivery.
  - Stretch and Shrink wrapping
  - Delivery of equipment to school which requires the use of large trucks and licensed commercial drivers.

**Answer:** The NJSDA views this as a cost of doing business and this should be included in Attachment C, Form 301 "Storage/Warehousing Fee".

**A.11 Question:** The RFP does not fully address debris/refuse removal relating to the equipment delivered to the school. What mechanism is in place for integrators to charge for this service? Are licenses required to dump refuse in the State of New Jersey? If so, this is a task that would need to be subcontracted, so it might not be possible to provide

accurate cost estimates at this time. Please advise as to how proposals should address this matter.

**Answer:** All deliveries shall be "spotted deliveries", and shall include supply, FOB destination delivery, uncrating, spotting, assembly, installation, making ready for use, and removal of debris.

**A.12 Question:** With respect to SBE subcontractors, because of the nature of the work, it might not be possible to locate subcontractors at the Category 1, Category 2, and Category 3 thresholds. If a proposer cannot find satisfactory subcontractors with proven experience in delivering the quantity and quality of work required by NJSDA, can the proposer request a waiver of this requirement and propose their own non-SBE subcontractors?

**Answer:** Pursuant to the RFP, Firms shall be required to meet set-aside targets of 5% for Category 1, 5% for Category 2, 5% for Category 3 and the remaining 10% for any combination of Categories 1, 2 and 3. These targets may be met by means of a firm's own SBE registration and the registration of subcontracted firms. If a firm fails to show that it will meet SBE subcontracting targets, it must document its good faith efforts to meet the targets, in accordance with the provisions of N.J.A.C. 12A:10-4.

**A.13 Question:** The RFP indicates a Category 3 SBE as having gross revenue that does not exceed \$12,000,000. However, the State of New Jersey Selective Assistance Vendor Information Database of the NJ Department of Commence lists a Category 3 SBE as a company up to \$31,000,000 in gross revenues. Can you please clarify, for the purposes of the RFP, which is correct?

**Answer:** For Goods & Services, Category 3 SBEs must have gross revenue that does not exceed \$12,000,000. This is a Goods & Services contract. The revenue limit of \$31,000,000 applies to Category 3 SBEs for construction contracts.

**A.14 Question:** With respect to insurance limits, as this is not a construction project and as \$3 million E&O is far above most IT engagement requirements and financially demanding for the vendor, can the NJSDA lower this limit?.

Answer: Please refer to B.1 below.

**A.15 Question:** Please verify that potential subcontractors are also required to maintain these insurance limits, as these limits will very difficult for SBE's to maintain.

Answer: Please refer to B.1 below.

**A.16 Question:** With respect to delivery of equipment to the schools, please indicate at what point the school must assume responsibility for the equipment. Also, would there ever be occasions where equipment is delivered to the school and the integrator is still responsible for the equipment? If so, can the integrator pass through to the school/NJSDA the cost of liability insurance if equipment is lost, vandalized at, or stolen from the school?

**Answer:** Equipment must be installed and tested to the satisfaction and confirmation of the District Technology Coordinator and the NJSDA Analyst. Pursuant to the Scope of Services, upon acceptance of the vendor products, the Integrator shall transmit by Fax or email to FFT&E's representative a fully executed SDA Proof of Delivery Transmittal Form. Once these tasks have been successfully completed, the District assumes responsibility of the equipment.

**A.17 Question:** With respect to "The Agreement," RFP Attachment A, Section 3.2.4 indicates that subconsultants are to be paid prior to the integrator invoicing the SDA. This is not standard practice in the IT industry as IT firms generally do not carry the same risk burden as construction contractors. In traditional IT arrangements, subcontractors are paid upon the prime receiving payment. This should not conflict with Section 8.1 which states "The Consultant is financially solvent, able to pay its debts as they become due and possessed of sufficient working capital to complete the services required and perform its obligations under this Agreement," as undo risk and cash flow burden would be put on the integrator, in light of the current lending situation. Please clarify if this requirement can be waived for IT projects.

**Answer:** This section is intended to require that all payments due to subconsultants pursuant to prior requisitions have been paid before a current invoice submittal will be processed.

**A.18 Question:** Is this RFP for a particular project or for a school being built in the near future?

**Answer:** This RFP is intended for utilization over the next two years with an optional year of renewal for any newly or refurbished school facility managed by the NJSDA.

**A.19 Question:** What is the scope of work that needs to be completed?

Answer: The Scope of Services is included as Appendix B of the Agreement, Attachment

A.

**A.20** Question: Will the proposal due date of Monday, April 6, 2009 by 5 PM be extended?

Answer: Yes, the due date has been extended to Tuesday, April 7, 2009 by 5 PM.

**A.21 Question:** Is the not to exceed amount of \$500,000 per firm annually, for the entire contract, per project or does this refer to the warehousing fee?

**Answer:** The not to exceed amount of \$500,000 is for the entire contract.

**A.22 Question:** The RFP speaks mostly to consultation services. Will the firms awarded contracts be expected to provide the hardware for these projects? If not, will they be eligible to provide the hardware?

**Answer:** It is the intention of the NJSDA to utilize the WSCA, GSA and/or any applicable NJ State Contract for the procurement of such goods and services. In the event such goods and services are not available under those contracts, the NJSDA reserves the right to utilize other procurement methods to provide such goods, which will not exclude any authorize dealer of such goods and services.

**A.23 Question:** Section 1.7 states the following. "The Authority may only recognize firms duly registered with Commerce as SBE's." Will the Authority consider firms that are not SBE's? Ours falls under the limit for employees, and is a minority-owned business, but we do not fall under the revenue limit for an SBE. We ask that the Authority would consider this.

**Answer:** The NJSDA must follow the SBE regulations established by Commerce. Please refer to Section 1.7 of the RFP.

**A.24 Question:** When will the vendors be awarded, how many will be awarded, and will the rankings be made known?

**Answer:** The NJSDA intends to recommend a minimum of three awards to the May 2009 Board. Procurement documents will be made available after the Board meeting through Open Public Records Act.

**A.25** Question: Do proofs of insurance need to be sent in with the RFP answer?

Answer: No. Insurance certificates will be required from the awardees only.

**A.26 Question:** Regarding Section 1.2 Organization Chart, is it possible to share more information on the roles and responsibilities with more details? We would like to have more clarification on all the Key Members of the team. For example, is the intent to have a dedicated team that services the New Jersey Schools Development Authority relationship and projects?

**Answer:** Firms may use their experience and discretion to include all key members with relative experience or qualifications to perform the services as set forth in the Scope of Services.

**A.27 Question:** Regarding Section 1.3 Resumes of Key Team Members, in addition to your Attachment B NJSDA Form 202, can we submit a summary chart of the key team member by experience, including technical certification and total year of service in the K-12 industry?

**Answer:** Yes. Comparable resume information is acceptable.

**A.28 Question:** Regarding Section 1.4 Training Capabilities/Experience, can you share more detail on our 1.4 Training capabilities/experience? Does this include knowledge transfer, as built drawings and project documentation for the project close out? In addition, can we list specific engagements with K-12 schools on technology projects?

**Answer:** Firms should indicate how they propose to train the end users including necessary resources and materials. Please refer to the Scope of Services which describes the training requirements.

**A.29 Question:** Section 1.7 SBE Targets indicates that we need to complete NJSDA SBE Form A and NJSDA Form C. These forms aren't included in the RFP.

**Answer:** The above referenced forms will be completed by the awardees only.

**A.30 Question:** Many manufacturers now require authorizations and technical certification for advanced technologies. Does this have any merit in your evaluation/decision for a business partner? For example, our organization holds advanced certification in many technologies that our competitors do not offer. How will that be a factor in your overall decision process?

**Answer:** The evaluative criteria for the selection procedure are included in Section 3.0 of the RFP.

**A.31 Question:** Will the NJSDA accept proposed language modifications to the Agreement for Integration Services within a bidder's proposal? Will the successful bidder have an opportunity for subsequent negotiations regarding the Agreement prior to execution of the Agreement?

**Answer:** No. Pursuant to the RFP, upon award, the NJSDA shall forward the Agreement for Integration Services to the selected firms for immediate execution, <u>without modification</u>. NJSDA will initiate negotiations with the top ranked firms. If successful, the negotiated rates will be submitted to the Board for approval. If not, NJSDA will move to the next successful bidder. Subsequent negotiations will not take place once the Board reviews the rates.

**A.32 Question:** How will travel expenses be reimbursed? Will the NJSDA pay for travel expenses for the Consultant's employees incurred during the project, including travel to the job site?

**Answer:** Pursuant to Section 3.1.2 of the Agreement, travel expenses shall be recoverable, at the rate applicable to Authority personnel, only when such recovery has been prior approved by the Authority in its sole discretion. Travel to and from the school sites, meetings etc. are considered part of the overall scope of services.

**A.33 Question:** Will the NJSDA reconsider the Professional Liability Insurance requirement as it will greatly reduce the number of integration companies that will be able to bid on this RFP?

Answer: Please refer to B.1 below.

**A.34 Question:** Is there any reason that Integration Coordinator is not listed on Form 301? Under what category shall this position be included for hourly rates?

**Answer:** Please refer to Appendix B Scope of Services "Integration Coordinator". Please include appropriate titles for your firm; Form 301 is included as a guide.

**A.35 Question:** To what extent is the Consultant responsible for the electrical design? Will we be responsible to ensure that there is adequate amperage and power for desktop computers and IDF and MDF equipment, or just locations of outlets? If there is an omission, will the Consultant be required to pay for any change order or additional work required by the electrical contractor to remediate the omission?

**Answer:** The Consultant is not responsible for any errors or omission as a result of work performed by the A/E Design Firm and/or the General Contractor. In the event that the Consultant discovers such errors or omissions, the Consultant shall inform the NJSDA of the discovery immediately via phone, fax or email.

**A.36 Question:** Will delivery dates be included on the Purchase Orders? What if the deliveries do not arrive on time for installation; will that be the responsibility of the Consultant to ensure the delivery is made on time, or is it FFTE?

Answer: Yes, estimated delivery dates are listed on each Purchase Order. As listed on each Purchase Order, the Consultant/vendor shall contact the PMF/CM representative one week prior to any delivery attempt to discuss a firm delivery date. In the event of any delays, the Consultant shall make all arrangements with the PMF/CM to meet all delivery requirements of the revised delivery date.

**A.37 Question:** What is the responsibility of the Consultant as far as cooperating with the FFTE Department as it relates to the delivery of furniture?

**Answer:** In the event of a situation that prevents the Integration Coordinator from performing installation duties i.e., non placement of furniture, no grommets, access to a room, etc., the Integration Coordinator shall notify the FFTE representative upon discovery of such condition via phone, fax or email.

**A.38 Question:** If the Consultant is to give a price for managing all manufacturers, what is the escalation process for an uncooperative vendor which may cause a delay in the project?

**Answer:** The Consultant is not responsible for managing all manufacturers. The Consultant is only responsible for what is in included in the RFP, Agreement, Scope of Services and related contract documents.

**A.39 Question:** Who is ultimately responsible if furniture, computer or other vendors are unable to deliver the furniture on which the technology is to be placed?

Answer: Please refer to A.37 above.

**A.40 Question:** What is the procedure if the Consultant wishes to terminate the contract?

**Answer:** The Consultant does not have the right to terminate the Agreement as it is a breach of the contract.

A.41 Question: Will a list of bidders that registered to be on this RFP be sent to all registrants.

Answer: Yes. Please see Attachment A of Addendum #1 issued on March 26, 2009.

**A.42 Question:** What method does the NJSDA want the Consultant to use to test and approve all date transmission cabling? Do we need to test to IEEE or ANSI/EIA/TIA TSB and other industry standards? Are we responsible to test and certify that all or just a sampling of the installed cabling meets industry standards? If it isn't the installing contractor's responsibility, will the test reports be reviewed and accepted by the Engineer, Architect or Consultant?

**Answer:** The Consultant is responsible for troubleshooting any issues pursuant to the Scope of Services.

**A.43** Question: Can you clarify what is meant by integration of AV equipment?

**Answer:** Please refer to the Scope of Services "Integration Project Task List", Stage 3, Implementation.

**A.44 Question:** Will there be a designation as to what resources will be expected to perform which duties, especially when it comes to testing, server installation, network configurations, wireless integration, troubleshooting, installation of cabling and other varying types of tasks. Some tasks can be completed by lower skilled technicians while others require individuals with many years of experience and command higher costs.

**Answer:** The Consultant shall provide Professional Services as part of its normal business practices in accordance with the Scope of Services.

**A.45 Question:** What type of wall mount moldings and brackets are required? Will this be work performed by a carpenter? Is this covered under the Prevailing Wage Act?

**Answer:** The wall mount moldings and brackets shall be provided on an as-needed basis in accordance with industry standards. This work, if needed, will be performed by the installing vendor or another firm designated by the NJSDA and it will be covered under the Prevailing Wage Act.

**A.46 Question:** What category should union rates be priced under on Form 301 or will a lump sum price be accepted for work such as installation, termination and certification of CAT5/6 data drops?

**Answer:** This is not applicable under this RFP.

A.47 Question: What is a security lock down device?

**Answer:** It is an anti-theft security device installed on a computer to deter or prevent the theft of the computer equipment.

**A.48 Question:** Can NJSDA provide descriptions of the roles and responsibilities for the titles listed on Form 301?

**Answer:** Each firm should include appropriates titles and determine the description of those job titles including responsibilities within those titles which can be used as a guide in the submission of your firm's fee proposal.

**A.49 Question:** How will the hourly rates translate into a proposal for the upcoming projects? Will the projects be negotiated based on the rate and expected man hours for each role, or will the contracts be time and materials?

**Answer:** The level of employee should be based on an hourly rate for a particular task based on the Consultant's prior experience to similar work as define in the Scope of Services. The Consultant shall determine the labor categories and time allotted for each individual project assigned to the Consultant.

**A.50 Question:** Will furnishing and installing wireless access point cabling be part of this contract? If so, should the Consultant expect to utilize union employees, and will this work be covered under the Prevailing Wage Act?

Answer: No.

**A.51 Question:** In the Scope of Services "Coordination of Schedule", there is a reference to acceptance of delivery of SDA designated FFT&E vendor products; does this exclude furniture and limit itself to technology related items only, with the exception of interactive white boards?

**Answer:** The Consultant will only be responsible for items/Purchase Orders that name "the Consultant as the installer".

**A.52 Question:** Will the work included in "Integration Project Task Lists" be billed hourly or lump sum?

**Answer:** Please refer to Section 3.1.1 of the Agreement, Hourly Rates. This statement of work is considered part of the Scope of Services.

**A.53 Question:** Assuming that the engineer or architect did the original design and the Consultant will review the drawings, will the Consultant be liable for any errors or omissions if they occur after they are reviewed by the Consultant?

**Answer:** Please refer to A.35 above.

**A.54 Question:** Can NJSDA define backbone equipment? Are these the switches that control network traffic? Will the Consultant be excluded from bidding on this equipment to FFTE?

**Answer:** The backbone equipment is defined as the Network Infrastructure. It is the intention of the NJSDA to utilize the WSCA, GSA and/or any applicable NJ State Contract for the procurement of such goods and services. In the event such goods and services are not available under those contracts, the NJSDA reserves the right to utilize other procurement methods to provide such goods, which will not exclude any authorized dealer of such goods and services. In addition, any reference to "backbone" shall be replaced with the term "network infrastructure".

**A.55 Question:** How much time and what level of employee(s) from Form 301 would be anticipated for the Network Integration Plan including Network Documentation for NJSDA and the School District? Is this similar to a project plan or project schedule?

Answer: Please refer to A.49 above.

**A.56 Question:** Is the Consultant expected to order the equipment and invoice FFTE, or will the Consultant order from another IT reseller on behalf of FFTE?

**Answer:** The NJSDA shall order all equipment from manufacturers and/or their authorized dealers. Please refer to B.3 for clarification; any reference to the Integrator purchasing wireless access points is no longer applicable to these services. NJSDA will purchase the WAPs.

**A.57 Question:** What type of union issues are anticipated for "Integration Project Task Lists" Stage 2 in the Scope of Services?

**Answer:** The NJSDA does not anticipate union issues however, if an issue arises, it is the PMF/CM responsibility to resolve these issues.

**A.58 Question:** To what extent does NJSDA want testing of the cable and Fiber optic cabling? Can NJSDA provide bidders the channel performance requirements and acceptable attenuation?

**Answer:** The Consultant is not responsible for the testing of the cables and Fiber optic cabling. The Consultant is responsible for troubleshooting any issues as per the Scope of Services.

**A.59 Question:** Is the Wireless Integration part of "Integration Project Task Lists" Stage 4 of the Scope of Services? Does the NJSDA have an issue with installation work occurring at the same time as other integration work as long as the end result is a functioning wireless network?

**Answer:** All work shall be accomplished in accordance with the Scope of Services including wireless network services, and all work shall be performed under the supervision of the PMF/CM to the satisfaction of the NJSDA.

**A.60 Question:** Will the Consultant's own work force handle the installation or oversee the work?

**Answer:** The Consultant will utilize their firm's workforce to perform the installation as referred to in the "Coordination of Schedule". However, the Consultant may be required on a case-by-case basis to provide assistance in the installation of the AV Equipment.

**A.61 Question:** Is the intent of the NJSDA to have the Consultant specify the computers, set up the orders with a manufacturer, confirm availability, and then submit information to FFTE Department for ordering?

**Answer:** It is the intent of the NJSDA to procure the equipment directly from manufacturers through the WSCA, GSA and NJ State Contract.

**A.62 Question:** Can you clarify the Purchase Order creation process in "Integration of Administrative & Instructional Computers, Printers and Servers" Stage 2 of the Scope of Services? How does the Consultant create a PO? Will FFTE order this equipment directly from the manufacturer? Who will be responsible if the manufacturer does not meet its delivery date?

**Answer:** Please refer to A.61 above. The Manufacturer will be held accountable to meet the requested delivery dates.

**A.63 Question:** Will all equipment referenced in "Integration of Administrative & Instructional Computers, Printers and Servers" Stage 2 of the Scope of Services be warehoused then shipped to the school, or can it be coordinated to ship directly to the school from the manufacturer?

**Answer:** The NJSDA will utilize a secure storage on or off site on a case-by-case basis. In the event NJSDA requires the Consultant to store, stage and/or warehouse the equipment, all associated costs will be in accordance with the submitted Fee Proposal.

**A.64 Question:** Regarding "Integration of Administrative & Instructional Computers, Printers and Servers" Wireless Integration, can we image the computers initially except the wireless configurations so that reconfiguration is not necessary to save time and money?

**Answer:** It is the intent of the NJSDA to turn over a viable wireless facility to the School District. Consultant experience should guide how to accomplish this task in an efficient and cost saving manner.

A.65 Question: Can NJSDA clarify what AV equipment will be installed by electricians? Will the work performed by these electricians be part of the Electrical or General Contractor's contract? If this is considered electrical work, does the Consultant need to have an electrician's license and be pre-qualified by the DPMC and NJSDA to perform electrical work?

**Answer:** For clarification, any reference to "electrician" in the Integration of AV Equipment in the Scope of Services should be replaced with the word "vendor". In addition, any reference to "electrician" within Integration of AV Equipment in the Scope of Services shall be also referenced as "vendor". All other questions are not applicable to these services.

**A.66 Question:** Will the electricians or union teledata workers hook up the AV equipment cables for the interactive white boards and then the Consultant will take the role of software installation and configuration? How should this be included in the hourly rates?

**Answer:** The Consultant is not responsible for the installation of the interactive white boards.

**A.67 Question:** Can you clarify the ordering process for AV equipment? Will it be the same for computers, network electronics and interactive white boards? The process seems to differ from Network Infrastructure to Computers and AV Equipment.

Answer: Please refer to A.61 above.

## B. CLARIFICATIONS TO THE RFP

**B.1** Please refer to Section 5.1.2.1 of the Agreement. This section will read as follows:

Professional Liability Insurance (Errors & Omissions). The Consultant shall maintain Professional Liability Insurance with coverage retroactive to the Effective Date, sufficient to protect the Consultant from any liability arising from the Services and the professional obligations performed pursuant to this Agreement in an amount not less than \$2,000,000 per claim and \$2,000,000 in the aggregate for all operations conducted. The Consultant shall require its Subconsultants to maintain similar Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$1,000,000 in the aggregate for all operations conducted. The Consultant warrants they will notify the Authority in writing of any reduction in the aggregate coverage within thirty (30) days. The Consultant warrants that coverage shall not be circumscribed by any endorsements excluding coverage arising out of services performed pursuant to this Agreement.

**B.2** Please note the following addition to the RFP Introduction:

Firms that have previously performed work or provided services on an NJSDA-managed project are invited to bid, but such firms will not receive a purchase order for, and are precluded from performing, integration services on projects for which they have previously performed work or provided services as a contractor, subcontractor, consultant, subconsultant or in any other capacity.

- **B.3** Please note the following revisions that shall be applied throughout the RFP:
  - Any reference to "backbone" shall be replaced with the term "network infrastructure".
  - Any reference to the Integrator purchasing wireless access points is no longer applicable to these services. NJSDA will purchase the WAPs.
  - Any reference to "electronic data transmission" shall be replaced with the term "network infrastructure".

Please, there shall be absolutely no contact between our staff and you.

Issued by:

Sean Murphy

Manager

Procurement & Contract Services

Issued: March 27, 2009