



July 19, 2010

REQUEST FOR PROPOSALS (RFP)

The New Jersey Schools Development Authority (NJSDA) is seeking proposals to engage a contractor to provide and install electrical wiring for an APC Symmetra LX 8k/16kVA Rack-mount, 208/240V UPS at NJSDA's Newark Office, 375 McCarter Highway, Newark, NJ 07114.

A **mandatory pre-bid meeting** will be held on Wednesday, July 21, 2010 at 10:30 AM at NJSDA, 375 McCarter Highway, Newark, NJ 07114. Any firm wishing to submit a proposal **must** attend the pre-bid meeting. Questions and/or concerns relating to the provisions of this procurement may be addressed pursuant to the instructions given at the pre-bid meeting. In the event that the NJSDA determines, at its sole discretion, that additional pre-bid meetings need to be held in order to increase the pool of bidders, it shall schedule subsequent pre-bid meetings.

Any firm responding to this RFP **must be** classified by the Department of Treasury, Division of Property Management and Construction and the NJSDA in C047 Electrical **as of the due date for this RFP**.

Completed proposal addressed to Sean Murphy, Procurement Manager, NJ Schools Development Authority, P.O. Box 991, 1 West State Street (Wachovia Bank Building), Trenton, NJ 08625 must be received on or prior to 5:00 PM, Friday, July 23, 2010. Proposal may also be emailed to smurphy@njsda.gov.

Any firm responding to this RFP shall thoroughly familiarize itself with the RFP to ensure responsiveness in its submission. To be considered complete, your submission must include:

1. Price Proposal
2. NJ Business Registration Certificate

The NJSDA will review all responsive proposals and determine the successful proposal based on the fee proposed and your firm's ability to complete the work in accordance with the Scope of Work.

This RFP consists of the following:

1. Attachment A: Price Proposal
2. Attachment B: Scope of Work
3. Attachment C: Insurance Requirements
4. Attachment D: Symmetra LX Electrical Installation Guide

PRICE PROPOSAL

A firm must submit its Price Proposal based on a lump sum amount for this project. The Price Proposal is included in Attachment A to this RFP.

BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, as amended by P.L. 2004, c. 57, each proposing firm must provide proof of valid business registration with the Division of Revenue of the New Jersey Department of the Treasury (the “Division of Revenue”), in its Proposal.

Any subcontracted firm must provide a firm selected as a Contractor with a copy of its business registration, which the Contractor must forward to the NJSDA. No firm selected as a Contractor may enter into any subcontract with a firm that has not provided proof of valid business registration to the selected firm, for forwarding to the NJSDA. The NJSDA shall duly file all business registrations with the other procurement documents relating to the contract. **Business registrations of proposed subcontractors, if any, are NOT required to be included in a firm’s Proposal.**

Firms may obtain New Jersey Business Registration assistance by going on-line to www.state.nj.us/treasury/revenue/gettingregistered.htm, or by calling the New Jersey Department of Treasury at (609) 292-1730. Please be advised, however, that business registrations are mailed generally within seven to ten days, so firms should plan accordingly.

PRE-AWARD REQUIREMENTS

After determination of the successful bidder, the NJSDA shall request the following information prior to the award of the contract:

(a) **Public Works Contractor Registration Act.** If applicable, the Contractor must be properly registered pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq.

(b) **Political Contributions.** P.L. 2005, c. 51 amended and supplemented N.J.S.A. 19:44A-20.1 et seq., and superseded Executive Order 134 (2004), addresses the effect of political contributions on State contracting. Additionally, Executive Order No. 117, which is designed to enhance New Jersey’s efforts to protect the integrity of government contractual decisions and increase the public’s confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 (“Chapter 51”), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors. Accordingly, a selected firm will be required to respond in a timely fashion to certification and disclosure requirements that will be stated in the Notice of Award issued by the NJSDA.

(c) **Outsourced Services Special Provisions.** Under P.L. 2005, c. 92 (formerly Executive Order No. 129 (2004)), the NJSDA shall not award a contract to a bidder that submits a bid proposal to perform services, or to subcontract with a firm to perform services, outside the United States, unless certain conditions is met. If, during the term of the contract, the Contractor or subcontracted firm, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside of the United States, the Contractor shall be deemed in breach of the Agreement, unless the Senior Director of the NJSDA Division of Procurement and Contract Services shall have first determined in writing that extraordinary circumstances require a shift of services or that a failure to shift the services would result in economic hardship to the NJSDA or the State.

(d) **Anti-Discrimination Requirements.** In addition, the Contractor shall not discriminate in employment and shall abide by all anti-discrimination laws including those contained within N.J.S.A. 10:5-1 et seq. and all rules and regulations issued there under, including N.J.A.C. 17:27-1 et seq. **Accordingly, in a notice of award, a firm shall be required to submit to the NJSDA, with its executed Agreement, one of the following three documents:**

- (1) appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program;
- (2) a certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
- (3) an initial employee information report (Form AA302) provided by the NJSDA and completed by the contractor in accordance with N.J.A.C. 17:27-4.

(e) **Insurance and Indemnification.** The successful firm shall be required to provide evidence of the insurance coverages required by this document, at the time of execution of the Agreement. In addition, proposing firms should take note of the provisions for indemnification of the NJSDA. Please ensure that the NJSDA (the “Authority”), the New Jersey Economic Development Authority (the “NJEDA”), the State of New Jersey, and NJ Telecom Exchange Acquisition, LLC are named as “additional insureds” under the required Comprehensive General Liability and the Comprehensive Automobile Liability insurance coverage.

(f) **Moral Integrity Review.** The successful firm shall be required to submit to the NJSDA one (1) original (and no copies) of a completed Moral Integrity Questionnaire for submission to the New Jersey State Police, in the form to be provided by the NJSDA. **Moral Integrity approval is a prerequisite for contract award.**

QUESTIONS

Please direct all questions concerning this RFP to Sean Murphy, Procurement Manager, at 609-341-5974 or smurphy@njsda.gov.

ATTACHMENT A

PRICE PROPOSAL

Installation of Electrical Wiring for UPS in Newark

Total Lump Sum Fee: \$ _____

I am duly authorized to sign this Price Proposal on behalf of the named firm.

Firm: _____

Signature: _____

Print Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

Date: _____

ATTACHMENT B

SCOPE OF WORK

Installation of Electrical Wiring for UPS in Newark

The New Jersey Schools Development Authority (NJSDA) is seeking proposals to engage a contractor to provide and install electrical wiring for an APC Symmetra LX 8k/16kVA Rack-mount, 208/240V UPS (APC) at 375 McCarter Highway, Newark, NJ 07114.

Scope of services includes:

- Provide and Install a circuit breaker for APC UPS unit in spaces main panel.
- Provide and Install from panel to APC unit.
- Hardwire the APC unit.
- Provide and Install Circuit breaker panel.
- Provide and Install wiring from panel to APC UPS unit.
- Provide and Install Circuit breaker and run wiring to the new panel for 5 circuits.
- Provide and Install the following outlets for these circuit:
 - 2 –3-Wire NEMA L6-30R Outlets for
 - 2 –NEMA L5-20 Outlets
 - 1 –Standard Quad Outlet
- All wiring needs tested and results presented to the NJSDA.
- All work must be completed and tested before 5:00 PM September 1, 2010.

ATTACHMENT C

INSURANCE REQUIREMENTS

Installation of Electrical Wiring for UPS in Newark

XX. INSURANCE. Before any of the work hereunder is started, the Contractor, at its own cost and expense, shall procure and maintain during the performance of its work hereunder, insurance of the types and in the amounts described below. Contractor warrants that its Insurance Carriers are accurately informed regarding the business activities of the Contractor and intends to cover those business exposures. (The coverage limits below may be adjusted depending upon the work to be performed and an analysis of the insurable exposures).

XX.1 Commercial General Liability. Contractor shall maintain Commercial General Liability (CGL), and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 each occurrence, \$1,000,000 aggregate limit for products/completed operations and \$2,000,000 general aggregate limit. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Job Site.

CGL insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising out of, occasioned by or resulting from premises, operations, independent contractors, products, completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

The NJSDA, NJEDA, and the State of New Jersey shall be included as insured(s) under the CGL, using ISO additional insured endorsement under the Commercial Umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to NJSDA.

XX.2 Business Automobile Liability. Contractor shall, at its' sole cost and expense, maintain Business Automobile Liability and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The Business Automobile coverage shall be written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage). If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

XX.3 Workers' Compensation and Employers' Liability. Contractor shall, at its own cost and expense, maintain Workers' Compensation and Employers' Liability insurance prescribed by applicable state Workers' Compensation acts and to be endorsed to include coverage for any federal or other state law that may be found to have legal jurisdiction. The Employers' liability limits (including Umbrella coverage) shall not be less than \$100,000 each accident for bodily injury by accident, \$100,000 each employee for bodily injury by disease and \$500,000 policy limit for bodily injury by disease.

XX.4 Contractors' Equipment Insurance. Any insurance policy covering the machinery and equipment of the contractor, subcontractors and subordinate subcontractors against loss by any cause shall include an endorsement providing that the underwriters waive their right of subrogation against the owner, the architect and/or engineer, the contractor and all subcontractors

and subordinate subcontractors.

XX.5 Professional Liability Insurance. If the Contractor is to perform a Professional Service, they shall carry Errors and Omissions and/or Professional Liability Insurance sufficient to protect the Contractor from any liability arising out of professional obligations performed pursuant to this contract with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate for all operations conducted.

XX.6 Pollution Liability. In the event the Contractor efforts involve a Pollution Liability exposure, the following additional coverage is required they shall carry Pollution Liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate for all operations conducted. Where the Contractor is solely a Consultant, insurance coverage may be as an Endorsement to Professional Liability Policy, or it may be a separate Pollution Liability Policy. Where the Consultant performs and also utilizes the efforts of subcontractors, insurance coverage must provide a Pollution Liability Policy with a Contractor's Endorsement, which extends coverage to its subcontractors.

XX.7 Any deductible or self-insured retention, in excess of \$100,000, applicable to the aforementioned insurance shall be declared to and approved by NJSDA and written using ISO endorsement CG 03 00 (or a substitute providing equivalent terms and conditions) which otherwise requires the Contractor to be responsible for the deductible or retention.

If any of the aforementioned insurance is written on a "claims made basis", the Contractor warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years beginning from the time the contract is terminated and provide Certificates of Insurance evidencing continuance of coverage with the original claims made retroactive date. Within the Certificate of Insurance, in the blocks designated "Policy Number," in addition to the policy number, there should be a note "claims made retroactive date ____/____/____" (with the date inserted).

XX.8 Waiver of Rights. Contractor waives all rights against NJSDA and its agents for recovery of damages to the extent these damages are covered by the Commercial General Liability, Business Automobile Liability or Commercial Umbrella Liability Insurance maintained by Contractor.

If the policies of insurance purchased by Contractor as required above do not expressly allow the insured to waive rights of subrogation prior to loss, Contractor shall cause them to be endorsed with a waiver of subrogation as required above.

XX.9 Certificate of Insurance. Prior to the commencement of work hereunder, the Contractor shall furnish to NJSDA a Certificate of Insurance, executed by a duly authorized representative of each insurer, evidencing compliance with the insurance requirements set forth herein. All certificates shall provide for 30 days written notice to NJSDA prior to cancellation and/or material change of any insurance referred to therein. Failure of NJSDA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of NJSDA to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract at NJSDA's option. Contractor shall provide certified copies of all insurance policies required within ten (10) days of NJSDA's written request for such policies. If Contractor fails to maintain the insurance as set forth herein, NJSDA shall have the right, but not the obligation, to purchase said insurance at Contractor's expense, and in

connection therewith, including without limitation, NJSDA 's reasonable attorneys fees, on demand. By requiring insurance herein, NJSDA does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to NJSDA in this Agreement.

XX.10 Form of Policies. All insurance policies shall be of a company or companies authorized to do business in the State of New Jersey with an A- or better rating as determined by A. M. Best Company. In addition, the Contractor may also be required to name other parties as Additional Insured prior to the initiation of such work, and shall comply with all laws, ordinances, rules and regulations of federal, state, county and municipal authorities in the performance of said work.

XX.11 Additional Insurance. Contractor shall also provide such additional types of insurance in such amounts as NJSDA shall from time to time reasonably require. In the event that any such additional insurance is required, Contractor shall deliver two copies of each policy to Contractor.

ATTACHMENT D

SYMMETRA LX ELECTRICAL INSTALLATION GUIDE

Installation of Electrical Wiring for UPS in Newark

Symmetra® LX

Electrical Installation Guide

Tower and Rack-mount UPS

For use with Symmetra LX UPS Models:

200 V, 4 8 kVA
208/240 V, 4 8 kVA

200 V, 4 16 kVA
208/240 V, 4-16 kVA

Important Safety and Installation Instructions

This manual provides instructions on the wiring and connections for the Symmetra LX tower and rack-mount UPS.

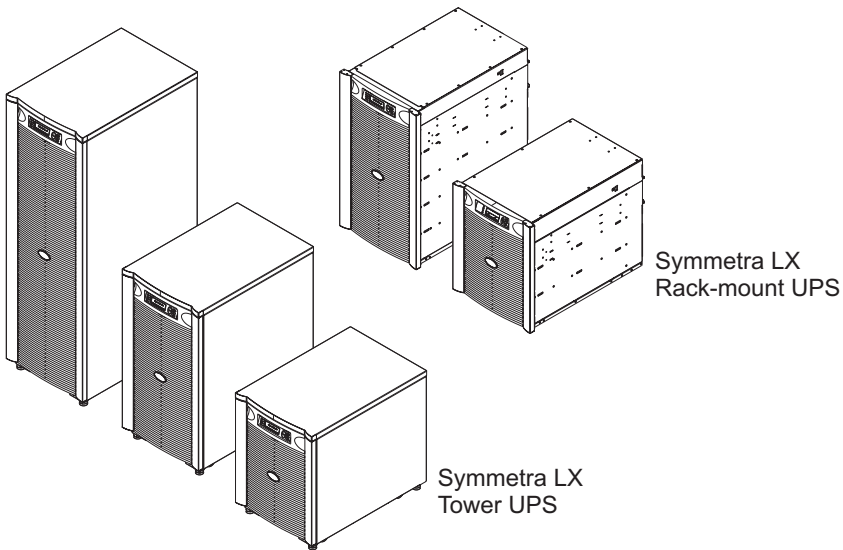
All electrical power and power control wiring must be installed by a qualified electrician and comply with local and national regulations.

See and retain the product documentation shipped with your system for other important installation, operation, and maintenance instructions.

Illustrations are representative. Your Symmetra LX configuration, including components and optional APC equipment, may be different from the models shown in this guide.

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Electrical Installation



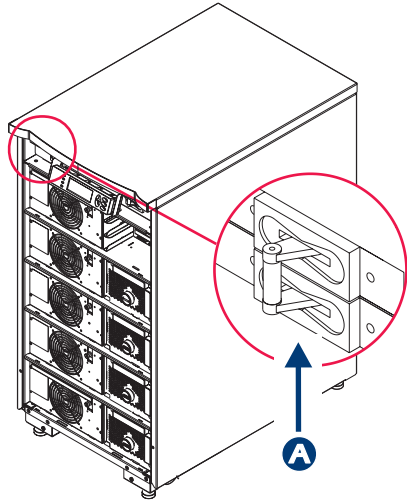
Read, understand and follow ALL safety instructions contained in the *Symmetra LX Safety Instructions and General Information Guide*. Failure to follow safety instructions and warnings could result in equipment damage, serious injury, or death.

1 Complete Pre-installation Checklist

Before beginning the electrical installation, perform the following procedures.

1.1 Check that the circuit breaker to be used to power the UPS is in the OFF position.

1.2 Check that the input circuit breaker **A** on the UPS is in the OFF position.



2 Hardwire the UPS

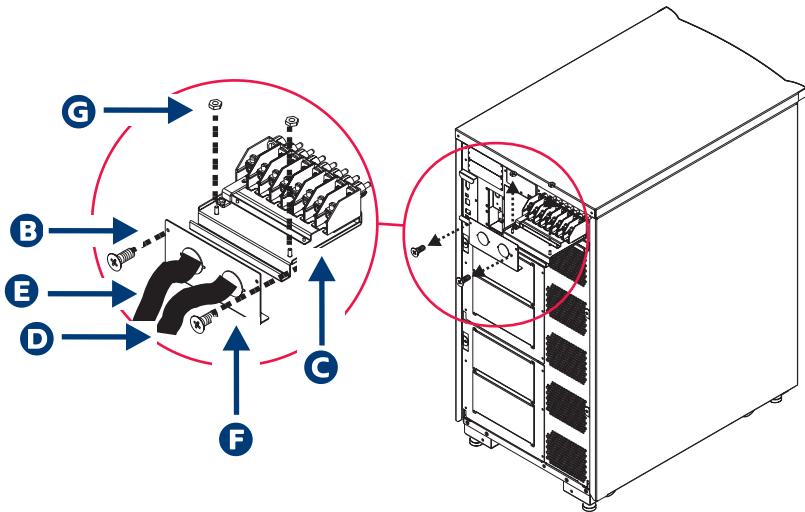


- Refer to local and national codes. Many locations require hardwiring by a licensed electrician.
- Strain relief is required for all hardwiring.
- All openings in the hardwire assembly must be covered. Failure to do so may result in personal injury or equipment damage.

2.1 Remove screws **B** and slide out the hardwire assembly **C**.

2.2 Attach an input conduit **D** and if required, an output conduit **E**.

- Larger holes can be punched if necessary.
- Detach the strain relief panel **F** using nuts **G** for easier access.



Input Connections				
Maximum Load	Method	Voltage (Vac)	Circuit Breaker Rating*	Connection
8 kVA	Hardwired (Standard on tower and rack-mount)	200, 208, or 240	50 A	<ul style="list-style-type: none">External circuit breaker#6 AWG (14 mm² JAPAN)Torque to 40 in-lb (4.5 N-m)4-Wire (L1-L2-N-G)
16 kVA	Hardwired (Standard on tower and rack-mount)	200, 208, or 240	100 A	<ul style="list-style-type: none">External circuit breaker#3 AWG (22 mm² JAPAN)Torque to 40 in-lb (4.5 N-m)4-Wire (L1-L2-N-G)
Output Connections				
Maximum Load	Method	Voltage (Vac)	Circuit Breaker Rating*	Connection
8 kVA	Hardwired (Standard on tower and rack-mount)	100/200, 120/208, or 120/240	50 A	<ul style="list-style-type: none">External circuit breaker#6 AWG (14 mm² JAPAN)Torque to 40 in-lb (4.5 N-m)4-Wire (L1-L2-N-G)
	Output receptacles (Standard on rack-mount)	100/200, 120/208, or 120/240		<ul style="list-style-type: none">2 (L14-30R)4 (L5-20R)
16 kVA	Hardwired (Standard on tower and rack-mount)	100/200, 120/208, or 120/240	90 A	<ul style="list-style-type: none">External circuit breaker#3 AWG (22 mm² JAPAN)Torque to 40 in-lb (4.5 N-m)4-Wire (L1-L2-N-G)
	Output receptacles (Standard on rack-mount)	100/200, 120/208, or 120/240		<ul style="list-style-type: none">4 (L14-30R)8 (L5-20R)

*Recommended

② Hardwire the UPS (continued)

2.3 Attach an input cable **H** and an output cable (if required) **I**, to the terminal block **J**.

- Pull the wires through the conduit into the hardwire assembly.
- Connect to the terminal block as indicated on the label **K**, using a torque of 40 in-lb (4.5 N-m).
- Cover the unused holes in the strain relief panel.

2.4 Inspect cable connections to ensure proper installation.

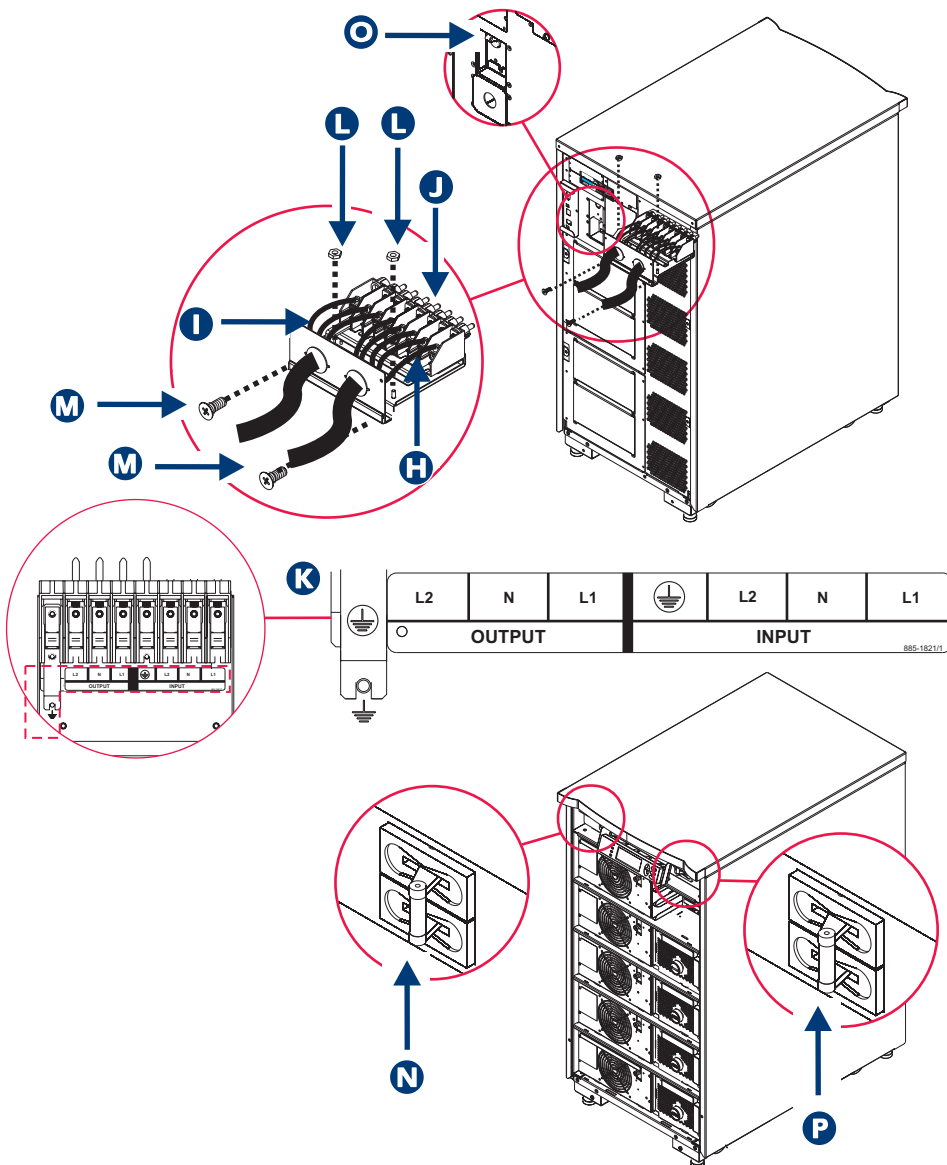
2.5 Reattach the strain relief panel with nuts **L**.

2.6 Reinstall the hardwire assembly with provided screws **M**.

2.7 Test the wiring.

- Turn on the utility power, the input circuit breaker **N**, and the system enable switch **O**. If the Vin value on the display does not match your branch voltage, check the input wiring.
- Check the output wiring by turning on the maintenance bypass switch **P**.

2.8 Turn OFF the input circuit breaker and maintenance bypass switch.



③ Connect Remote Emergency Power Off (REPO) Circuit, If Required



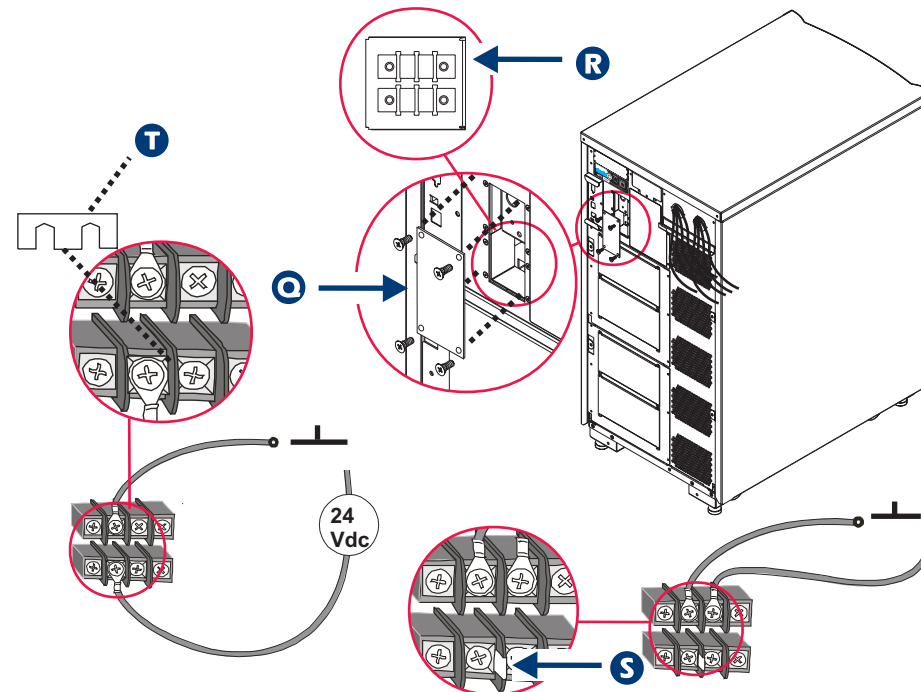
Note

- In many locations, the Remote Emergency Power Off (REPO) switch must be installed by a licensed electrician. Refer to local and national codes.
- See the *Symmetra LX Safety and General Information Guide* for REPO requirements and detailed safety instructions.

3.1 Remove the access panel **O** to connect the circuits **R**.

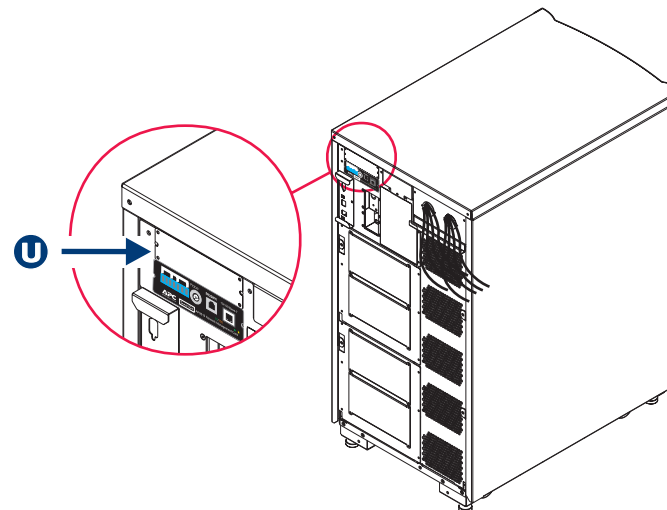
3.2 If your installation will use an external switch contact, connect the REPO switch with the pre-installed jumper **S**, as shown.

3.3 If your installation will use a switch contact and a 24 V power supply external to the UPS, remove the jumper **T** and connect the REPO switch, as shown.



④ Install Accessory Card, If Applicable

If your configuration includes an additional management accessory card, install in the empty slot **U** on the rear of the UPS. See the accompanying documentation for installation instructions.



⑤ Install PDU Panel(s) and Connect Loads to the UPS, If Applicable

Your configuration may include optional PDU panels. Refer to the PDU installation guide.



Note

Loads can be connected directly to the UPS using the output receptacles on the PDU panel. Ensure that the total load being plugged into a PDU panel DOES NOT EXCEED the branch circuit breaker rating on the PDU panel.