



July 31, 2009

REQUEST FOR PROPOSALS (RFP)

The New Jersey Schools Development Authority (NJSDA) is seeking proposals to engage a contractor to provide and install network wiring at NJSDA, 32 East Front Street, Trenton, NJ 08625.

A **mandatory pre-bid meeting** will be held on Thursday, August 6, 2009 at 10:30 AM at NJSDA, 32 East Front Street, Trenton, NJ 08625. All firms 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 Electrical (C047) or Telecommunications (C051) **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, August 12, 2009. Proposal may also be emailed to smurphy@njsda.gov.

Firms responding to this RFP shall thoroughly familiarize themselves with the RFP to ensure responsiveness in their submission. To be considered complete, your submission must include:

1. Price Proposal (NJSDA Form 301)
2. 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: NJSDA Form 301 - Price Proposal
2. Attachment B: Scope of Work
3. Attachment C: First Floor Data Rack Layout
4. Attachment D: Floor Plan
5. Attachment E: Insurance Requirements

PRICE PROPOSAL

A firm must submit its Price Proposal (NJSDA Form 301) based on a lump sum amount for this project. NJSDA Form 301 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 117 (2008), 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, the successful firm will be required to respond in a timely fashion to certification and disclosure requirements that will be forwarded to the successful firm 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 Managing 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) **Affirmative Action Compliance.** 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, 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 Affirmative Action Office 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 Matrix Realty, Inc. 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

NJSDA FORM 301 - PRICE PROPOSAL

Network Wiring – Front Street Expansion

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

Install and setup wiring rack with patch panels and wire management equipment.
Run and terminated 42 Cat 6 data/voice line pairs.
Run 42 Cat 6 lines between data closets on the 1st and 2nd floors.
Run a fiber connection between data closets on the 1st and 2nd floors.
Run VGA cable from ceiling to wall jack.

Scope of Work:

- Install and setup of data rack
 - Add vertical and horizontal wire management for rack
 - Either Ring or Channel Brackets (No Finger Brackets)
 - Patch panels for 4 sets of 48 ports
 - 1 set for data lines
 - 1 set for voice lines
 - 1 set for patch on the 1st floor
 - 1 set for patch on the 2nd floor
- Run and terminate 42 pairs of Cat 6 data/voice lines
 - These floor and panel runs
 - Voice lines and jacks should be White
 - Data lines and jacks should be Blue
- Run and terminate 42 lines of Cat 6 from panel patch to patch panel
 - Run from patch panel on 1st floor to 2nd floor
- Run a fiber connection from 1st floor to 2nd floor
 - 12 Strand MM 62.5 Armored
 - Terminate cable on SC Connectors
- Run VGA cable from ceiling to wall jack
 - Install VGA wall jack

Selected vendor will need to furnish the necessary patch panels, wiring, jacks and other supplies.

Space will available for installation the third week of August 2009 and work must be completed and tested on or about August 24, 2009.

ATTACHMENT C

FIRST FLOOR DATA RACK LAYOUT

HX = Horizontal Wire Management

VX = Vertical Wire Management

VX	Fiber Box	VX
VX	HXHXHXHXHX	VX
VX	HXHXHXHXHX	VX
VX	Patch Panel DATA 1-48---Blue wiring	VX
VX	Patch Panel DATA 1-48—Blue wiring	VX
VX	HXHXHXHXHX	VX
VX	HXHXHXHXHX	VX
VX	Switch A—SDA installed	VX
VX	Switch B—SDA installed	VX
VX	HXHXHXHXHX	VX
VX	HXHXHXHXHX	VX
VX	Patch Panel Voice 1-48 –White wiring	VX
VX	Patch Panel Voice 1-48—White wiring	VX
VX	HXHXHXHXHX	VX
VX	HXHXHXHXHX	VX
VX	Patch Panel to 2 nd floor 1-48—White wiring	VX
VX	Patch Panel to 2 nd floor 1-48---White wiring	VX
VX	HXHXHXHXHX	VX
VX	HXHXHXHXHX	VX

FLOOR PLAN

FLOOR PLAN



32 EAST FRONT STREET

5218 SQ. FT.

SCALE: $1/8" = 1'-0"$

ATTACHMENT E

INSURANCE REQUIREMENTS

1. All insurance shall be procured from reputable insurers authorized to do business in the State in which the work / project is taking place and having an A.M. Best Rating of at least A- Class VIII and shall satisfy all of the requirements of this Exhibit B, including the coverages, limits, and other policy requirements set forth below.
2. Contractor shall not have a deductible/self insured retention on any policy greater than \$10,000.
3. All insurance shall be written on an “occurrence” basis and not a “claims-made” basis.
4. Contractor’s insurance carrier (s) shall provide at least thirty (30) days prior written notice to Manager in the event coverage is canceled or non-renewed. In the event of cancellation or non-renewal in coverage(s), it is Contractor’s responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.
5. Contractor shall provide Manager with certificates of insurance satisfactory to Manager (on an Acord 25 form or its equivalent) evidencing the insurance coverages and terms required by this Exhibit B not less than ten (10) days prior to the start of work under this Contract.
6. Commercial General Liability Insurance:

a) Coverages:

Coverage is to be provided by the standard commercial general liability insurance policy (“Occurrence Form”, edition 1998 or later), and shall include, without limitation, hazards of premises/operations, independent contractors, products and completed operations; contractual liability coverage (for the indemnification contemplated in Article 7 of this Contract); personal injury and advertising injury; broad form property coverage; and XCU coverage.

If this Contract relates to snow removal, a snowplowing operations coverage endorsement (CG 22 92) shall be included to provide completed operations coverage.

b) Limits of Liability :

\$1,000,000 each occurrence
\$2,000,000 completed operations aggregate (1 year minimum after project completion)
\$1,000,000 personal injury and advertising injury
\$2,000,000 general aggregate

7. Business Automobile Liability Insurance Covering All Owned, Non-Owned and Hired Automobiles:

- a) Such insurance shall provide coverage not less than that of the standard business automobile liability policy; and
- b) Limits of liability: \$1,000,000 per accident for bodily injury and property damage combined single limit.

8. Workers Compensation and Employer's Liability:

- a) Coverage A, Workers Compensation – statutory benefits as required by the laws of the state in which this Project is taking place, covering all employees;
- b) Coverage B, Employer's Liability limits;

\$1,000,000 each accident
\$1,000,000 disease – each employee
\$1,000,000 disease – policy limit;
- c) United States Longshore & Harbor Workers Act Coverage, where applicable; and
- d) Maritime coverage under the Jones Act, where applicable.

9. Commercial Umbrella Liability Insurance:

- a) Following form basis of the underlying commercial general liability, business automobile liability, and employer's liability coverage; and
- b) Limit of liability: \$2,000,000 per occurrence and \$2,000,000 aggregate limit.

10. Watercraft Liability:

- a) If Contractor is required to utilize any owned, used, leased, hired or borrowed watercraft to complete their work in accordance with this Contract, coverage shall be maintained to provide coverage for bodily injury, property damage, personal and advertising injury; and
- b) Limits of Liability:

\$1,000,000 per occurrence

\$1,000,000 aggregate

11. Owned, Leased, Rented or Borrowed Equipment: Contractor shall maintain property coverage for their owned, leased, rented or borrowed equipment, tools, trailers, etc.
12. Additional Insured Provision: The insurance policies identified in paragraphs (6), (7), (9), and (10) shall include an endorsement naming the following parties as additional insureds: Tenant **New Jersey Schools Development Authority (CERTIFICATE HOLDER & ADDITIONAL INSURED)**; Owner and Manager **Matrix East Front Street Urban Renewal Associates, LLC (CERTIFICATE HOLDER & ADDITIONAL INSURED)**; **Matrix/East Front Street Operating Co., LLC**; **Matrix Real Estate Services, LLC** and **Matrix Realty, Inc. (ADDITIONAL INSUREDS)** and each of their respective partners, members, shareholders, directors, officers, employees, agents, contractors and representatives, and any other party which Owner or Manager specifies (collectively, "Additional Insureds"). Said parties shall be named as additional insureds on a primary noncontributory basis, including coverage for their sole negligence, and additional coverage for ongoing and completed operations.

All policies listed above may not contain any limiting "insured versus insured" exclusion.

13. Waiver of Subrogation Endorsement: The insurance policies identified in paragraphs (6), (7), (8), (9), and (10) (if applicable) shall include an endorsement waiving rights of subrogation in favor of the Additional Insureds, to the extent permitted by state law.

ALL CERTIFICATES OF INSURANCE SHOULD BE MAILED TO THE FOLLOWING ADDRESS:

"Certificate Holder Name"

c/o Matrix Realty, Inc.
CN 4000, Forsgate Drive
Cranbury, NJ 08512

OR FAXED TO:
(609) 395-9382

OR EMAILED TO:
jhalpin@matrixcompanies.com