



April 22, 2009

REQUEST FOR PROPOSALS (RFP)

The New Jersey Schools Development Authority (NJSDA) is seeking proposals to engage a contractor to provide HVAC preventative maintenance and repairs at NJSDA's Newark Office, 375 McCarter Highway, Newark, NJ 07114. NJSDA would like to engage a contractor for a one (1) year term with the option to renew for two (2) additional one (1) year terms. The option to renew for additional years is at the sole discretion of the NJSDA.

A **mandatory pre-bid meeting** will be held on Tuesday, May 5, 2009 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.

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, May 15, 2009. 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 (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: Price Proposal (NJSDA Form 301)
2. Attachment B: Scope of Work
3. Attachment C: Insurance Requirements

PRICE PROPOSAL

A firm must submit its Price Proposal (NJSDA Form 301) based on hourly rates 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.** 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, 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) **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 Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4.

(d) **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, NJ Telecom Exchange Acquisition, LLC, and PB Americas, Inc. are named as “additional insureds” under the required Comprehensive General Liability and the Comprehensive Automobile Liability insurance coverage.

(e) **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

HVAC SERVICES

Costs for services specified in the Quarterly Preventative Maintenance Scope of Work for all units on the respective year's equipment list are as follows:

Preventative Maintenance Cost Year 1	Preventative Maintenance Cost Year 2	Preventative Maintenance Cost Year 3

Repair services beyond those specified in the Quarterly Preventative Maintenance Scope of Work shall be billed as follows:

Pay Category	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3	Minimum Billable Hours Per Service Call
Standard				
Overtime				
Holiday				

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

HVAC SERVICES

- Provide contracted response time of 4 hours to begin repairs of any units included in the below equipment list upon receipt of phone call requesting service.
- Quarterly Preventative Maintenance Scope of Work:
 - 1) Complete check of each unit's ability to respond to heating and cooling request.
 - 2) Provide written report on overall condition of each piece of equipment and recommend repairs or improvements.
 - 3) Complete lubrication of moving parts per manufacture's equipment specifications.
 - 4) Clean or replace all filters per manufacture's equipment specifications.
 - 5) Complete check of all units for fluid or gas leaks.
 - 6) Amperage level checks on all motors to confirm functionality.
 - 7) Inspect and repair all electrical connections, as need.
 - 8) Inspect, adjust, align or replace all belts, as required.
 - 9) Inspect and confirm proper operation of all condensation and circulatory pumps.
- Equipment List (Year 1):

Location	Quantity	Description of Equipment	Model No.
Suite 101	2	Coolaire 10 Ton Split Unit	C10G4A
IT Room	1	Carrier 5 Ton Condenser	38HDR060
IT Room	1	Air Handler	FY4ANB060
Suite 102	1	Trane 20 Ton	TCD240B40A
Suite 103	1	Trane 20 Ton	YCD211C4LACA

- Equipment List (Years 2 & 3):

Location	Quantity	Description of Equipment	Model No.
Suite 101	2	Coolaire 10 Ton Split Unit	C10G4A
IT Room	1	York 2.5 Ton Condenser	H2RD030506B
IT Room	1	Air Handler	AHP30BXH21A
IT Room	1	Carrier 5 Ton Condenser	38HDR060
IT Room	1	Air Handler	FY4ANB060
Suite 102	1	Trane 20 Ton	TCD240B40A
Suite 103	1	Trane 20 Ton	YCD211C4LACA

ATTACHMENT C

INSURANCE REQUIREMENTS

HVAC SERVICES

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.