



July 23, 2010

REQUEST FOR PROPOSALS (RFP)

The New Jersey Schools Development Authority (NJSDA) is seeking proposals to engage a contractor to provide and install additional network wiring at 32 East Front Street, Trenton, NJ and 1 West State Street, Trenton, NJ.

A **mandatory pre-bid meeting** will be held on Tuesday, July 27, 2010 at 10:30 AM at 1 West State Street, Trenton, NJ 08625. 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 **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 12:00 PM, Thursday, July 29, 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: Floor Plans

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, DB Realty II, 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

PRICE PROPOSAL

Network Wiring - NJSDA Trenton Offices

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

Network Wiring - NJSDA Trenton Offices

The New Jersey Schools Development Authority (NJSDA) is seeking proposals to engage a contractor to provide and install additional network wiring at 32 East Front Street, Trenton, NJ and 1 West State Street, Trenton, NJ.

At 1 West State Street, Trenton, NJ

- Run and terminate 9 pairs of (Cat6) data/voice lines.
- Relocate (Redress) 2 data/voice panels from walls to cubical setup.
- Relocate (Redress) 1 data/voice panel from cubical to walls setup

At 32 East Front Street, Trenton, NJ

- Provide and Install 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 17 (Cat6) data/voice lines between data closets on the 1st and 2nd floors.
- Run and terminate 17 pairs of (Cat6) data/voice lines.
- Relocate (Redress) 2 data/voice panels from walls to cubical setup.
- Relocate (Redress) 26 data/voice panels within reconfigured cubicles.
- Voice lines and jacks should be White
- Data lines and jacks should be Blue
- Selected vendor will need to furnish the necessary patch panels, wiring, jacks and other supplies.
- All wiring needs tested and results presented to the NJSDA.
- All work will be divided in segments at the discretion of NJSDA's MIS.
- The timetable will at the discretion of NJSDA's MIS.

ATTACHMENT C

INSURANCE REQUIREMENTS

Network Wiring - NJSDA Trenton Offices

Insurance Requirements for: 1 West State Street, Trenton, NJ

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, DB Realty II, and Matrix Realty, Inc. 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.

**Insurance Requirements for:
32 East Front Street, Trenton, NJ**

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: 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

ATTACHMENT D

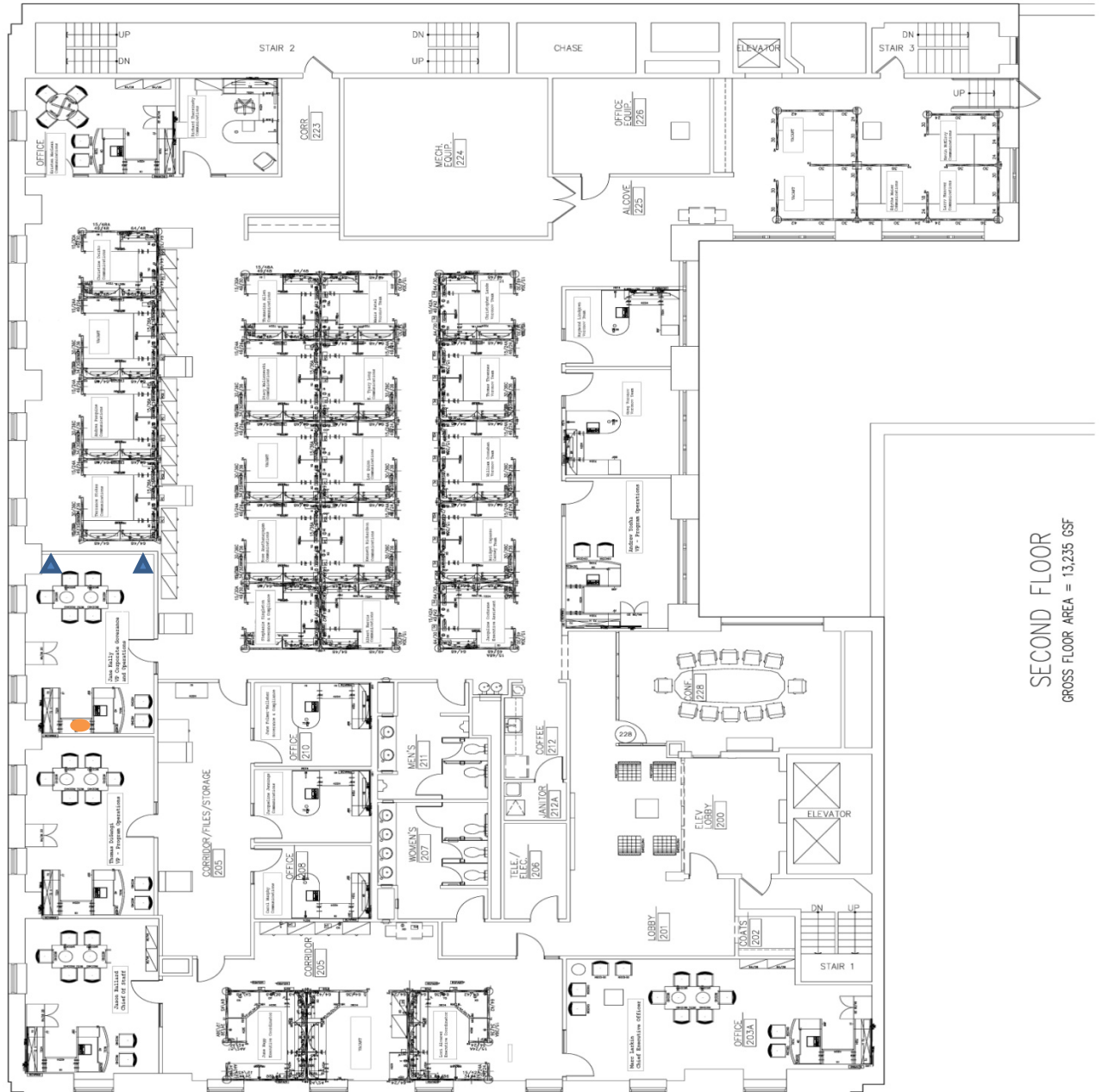
FLOOR PLANS

Network Wiring - NJSDA Trenton Offices

Relocation(redress) are Orange Dots
Additional Pairs are Blue Triangles

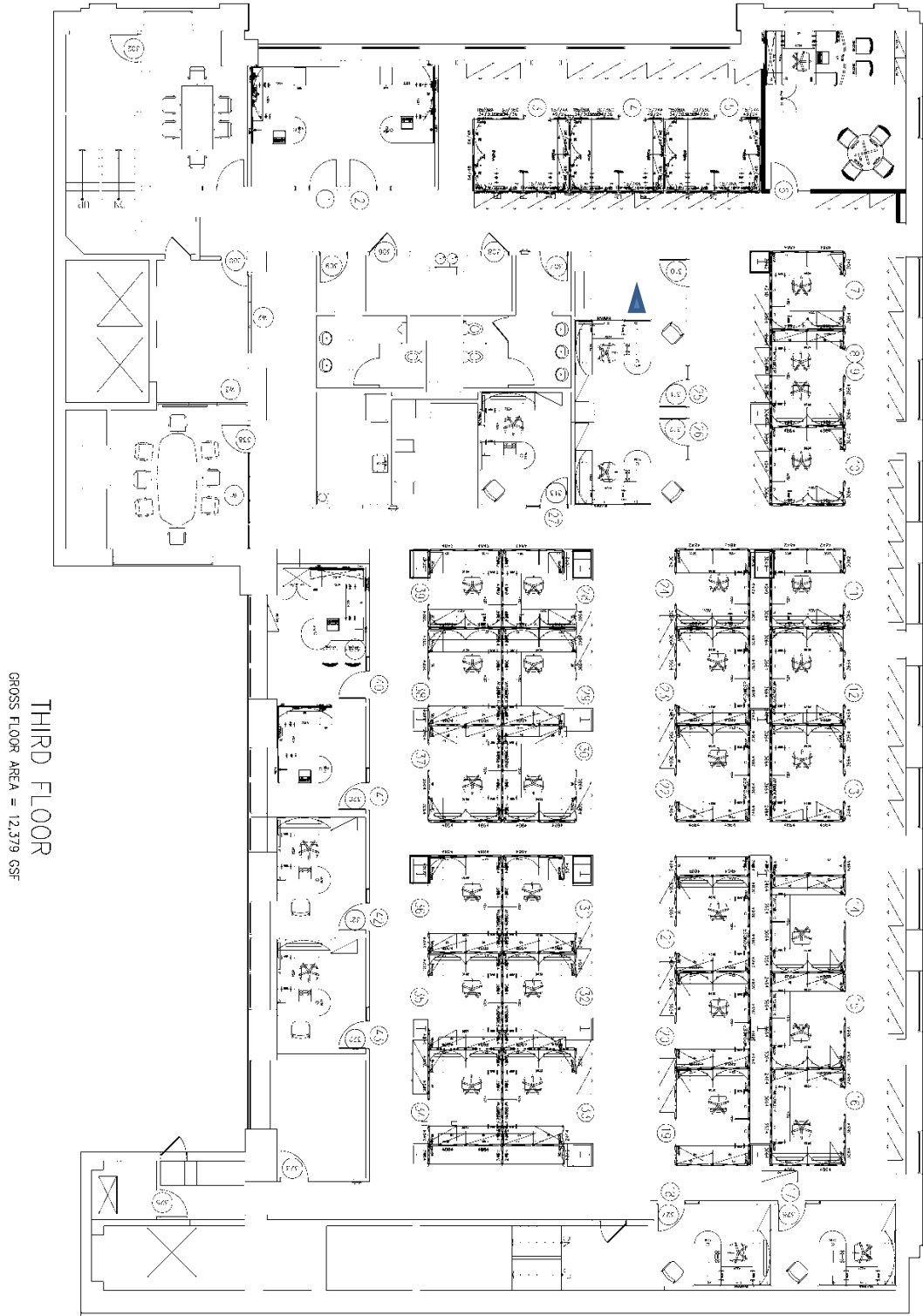


Relocation(redress) are Orange Dots
Additional Pairs are Blue Triangles

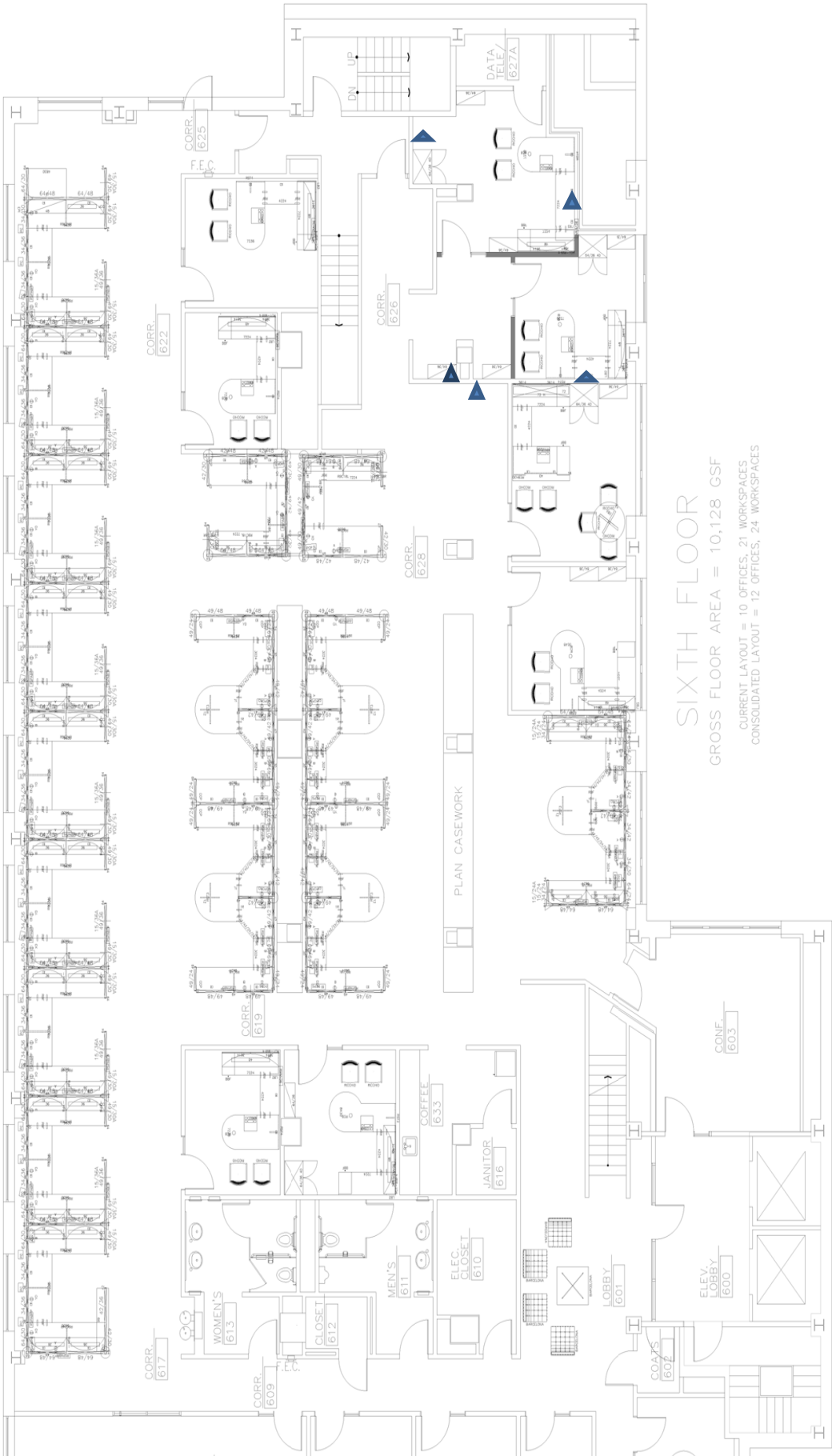


SECOND FLOOR
GROSS FLOOR AREA = 13,235 GSF

Relocation(redress) are Orange Dots
Additional Pairs are Blue Triangles



Relocation(redress) are Orange Dots
Additional Pairs are Blue Triangles



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Additional Pairs are Blue Triangles

