



August 19, 2008

REQUEST FOR PROPOSALS (RFP)

The New Jersey Schools Development Authority (NJSDA) is seeking proposals to engage a contractor to provide wire management and organization to the central telephone closet at NJSDA Trenton Regional Office, 1 West State Street, Trenton, NJ 08625.

A **mandatory pre-bid meeting** will be held on Tuesday, August 26, 2008 at 9:00 AM at the project site listed above. 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 C047 Electrical or C051 Telecommunications **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, Tuesday, September 2, 2008. Proposal may also be faxed to 609-656-2970 or emailed to smurphy@njstda.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: 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 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. 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 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) **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.

(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 DB Realty II are named as “additional insureds” under the required Commercial General Liability insurance coverage.

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

ORGANIZATION TO THE CENTRAL TELEPHONE CLOSET

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

ORGANIZATION TO THE CENTRAL TELEPHONE CLOSET

Provided wire management and organization to the central telephone closet at NJSDA Trenton Regional Office, 1 West State Street, Trenton, NJ 08625. All analog and digital telecommunications at One West State are serviced through NT1 racks and patch panel relays in the second floor computer room.

Scope of services includes:

- Relocate existing NT1 rack connection from NT1 rack on the relay rack to the extra NT1 rack on wall field. This must be tested before move ahead.
- Remove all existing patch cabling that is currently in use as cross connections for voice.
- Install a Wire Management ladder rack with angle bracket above the wall field.
- Relocate existing patch panels mounted on the wall field, in order to make space for the rack mounted panel to be relocated to the same field.
- Furnish and install wall-mounted patch panel brackets for those currently rack mounted.
- Relocation of the patch panel in the relay rack to the wall field
- Furnish and install new Horizontal and Vertical wire management to the wall field.
- Terminate all 40 pots/Analog lines to existing patch panels and label same with p-touch labels.
- Furnish and install new Cat5e patch cables: 4 colors--one for each of our 3 NT1 racks and one for our analog lines. We will need 96 cables for each NT1 racks and 40 cables for the analog lines.
- The NJSDA will supply a complete list with all phone lines and patch panel location at the start of the project.
- All cable and connection need tested and results presented to the NJSDA.
- All work must be completed and tested between 5:00 PM October 10, 2008 and 5:00 PM October 13, 2008.

ATTACHMENT C

INSURANCE REQUIREMENTS

ORGANIZATION TO THE CENTRAL TELEPHONE CLOSET

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.