



Request for Proposal 08-X-39902

For: Video Recording: Interview Room A/V Recording System

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	February 15, 2008	5:00 PM
Mandatory Pre-bid Conference	NA	
Mandatory Site Visit	NA	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	March 18, 2008	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)	Status <input type="checkbox"/> Not Applicable	Category <input checked="" type="checkbox"/> I <input checked="" type="checkbox"/> II <input checked="" type="checkbox"/> III
	<input checked="" type="checkbox"/> Entire Contract	
	<input type="checkbox"/> Partial Contract	
	<input type="checkbox"/> Subcontracting Only	

RFP Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey
Cooperative Purchasing Members

Date: January 31, 2008

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NOTICE TO BIDDERS

SET-ASIDE CONTRACTS N.J.S.A 52:32-17, N.J.A.C. 17:13, 12A:10

Pursuant to the provisions of the New Jersey statute and administrative code cited above, this contract, or a portion thereof, has been designated as a set-aside contract for Small Business. As such, as indicated on page one of this document, eligibility to bid is limited to bidders (or subcontractors, as applicable) that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce). The definitions of each Small Business set-aside category can be found at N.J.A.C. 17:13-1.2 or N.J.A.C. 12A:10-1.2.

"Small Business" means a business that has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees.

The new program places Small Business into the following categories: (I) those with gross revenues up to \$500,000; (II) those with gross revenues of up to \$5 million; and (III) those with gross revenues that do not exceed \$12 million. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, proof of its current registration as a qualifying Small Business with New Jersey Commerce, Economic Growth and Tourism Commission. Any business that seeks to register as a Small Business is required to submit a fee along with its application to Commerce.

All necessary forms and any additional information concerning registration may be obtained by contacting Commerce's office of Small Business services, by telephone at the number below, or by mail, or in person between the hours of 9:00 am and 5:00 pm at the address below:

NEW JERSEY COMMERCE, ECONOMIC GROWTH AND TOURISM COMMISSION
OFFICE OF SMALL BUSINESS SERVICES
20 WEST STATE STREET - 4TH FLOOR
PO BOX 820, TRENTON, NJ 08625-0820

TELEPHONE: 609-292-2146

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the State of New Jersey, Department of Law & Public Safety, Division of State Police (NJSP). The purpose of this RFP is to solicit bid proposals to engage a contractor to provide audio/video (A/V) recording equipment, installation and maintenance services for law enforcement interview rooms.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

During the course of this procurement, the State reserves the right to negotiate and/or request a Best and Final Offer in accordance with [Section 6.4](#).

The NJ Standard Terms & Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

The State is seeking bids to install digital audio/video recording systems for designated interior rooms at designated New Jersey Law Enforcement Locations. Bids shall include: equipment, installation, cabling, documentation, training of station personnel, and accessories as described in Scope of Work, [Section 3.0](#).

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau can be found at the following web address:
<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

<http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>.

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 BID OPENING

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.7 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum – Written clarification or revision to this RFP issued by the Purchase Bureau.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder – An individual or business entity submitting a bid proposal in response to this RFP.

Contract – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

Contractor – The bidder awarded a contract resulting from this RFP. Also, referred to as the Implementation Contractor.

Director – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division – The Division of Purchase and Property

Evaluation Committee – A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Sections 8.1, 8.1.1 and 8.1.2.

Subtasks – Detailed activities that comprise the actual performance of a task.

State – State of New Jersey.

Subcontractor – An entity having an arrangement with a State contractor, where the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

Task – A discrete unit of work to be performed.

Using Agency[ies] – The entity[ies] for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT SPECIFIC DEFINITIONS

Audio Kill-Switch – A switch device which can control the recording of audio to both the DVR's, simultaneously.

Color Dome Camera - A video surveillance camera usually mounted on the ceiling, hidden within a plastic bubble.

Digital Video Recorder (DVR) – A device that records audio and video in a digital form onto a digital storage medium.

DVD+RW - A DVD+RW is a rewritable optical disc with equal storage capacity to a DVD+R, typically 4.7 GB. A DVD+R can be written to only once, whereas a DVD+RW is rewritable.

LCD Monitor - A monitor that uses liquid-crystal display technology.

Lux - A Metric measurement of light quantity. Taken from the reflection off the object illuminated
1 Foot-candles = 10.76 lux.

Pan-Tilt-Zoom (PTZ) - The ability of a camera to move in response to control input signal. Pan is to move on a horizontal axis, tilt is to move on a vertical axis, and zoom is an in-and-out lens movement (i.e., closer or more distant).

Time/Date Stamp Generator – A device which superimposes a time/date stamp onto any video source as it is recorded onto your digital video recorder. Usually this device is connected between the camera and the recording device.

Transcription Software – Software used to convert a spoken language source into a written form.

UPS Backup (Uninterruptible Power Supply) – A special power source, usually a battery, which takes over in the event of a failure in the main power system.

Vari-Focal Lens - Lens which allows the user / installer to manually adjust the camera's field of view. Vari-focal lenses can therefore be changed to provide wider viewing angles or narrower telephoto viewing angles.

Video Balun – An acronym for BALanced/UNbalanced. A device commonly used to change one cabling media to another (ex. coaxial to twisted pair balun).

Vrms – “rms” is a term used with AC voltages or currents to indicate average or mean voltage or current, delivered to a specific load. Vrms indicates the true “rms” voltage.

Warning/Strobe Lights - An electronic flash device used to produce a visible indication of alarm.

Video Resolution - Measurement of lines of pixels (tiny dots of color that make up an image) across the width and height of the screen. The more pixels the screen can contain in the same viewable area, the higher the resolution and sharper the images displayed on it will be.

3.0 SCOPE OF WORK

3.1 GENERAL

The equipment and services to be acquired are for the purchase, installation, warranty, maintenance and repair of audio/video (A/V) recording systems for approximately thirty-two (32) law enforcement interview rooms geographically dispersed across the State of New Jersey. The complete A/V recording system must meet the specified requirements.

The contractor shall provide all equipment, components, cabling, wiring etc., necessary for a complete operational recording system.

3.2 INTERVIEW ROOM RECORDING SPECIFICATIONS

The contractor shall provide a complete operational recording system for all thirty-two (32) law enforcement interview rooms, configured with the equipment specified in Section 3.3, as follows:

1. Each interview room system shall have two (2) high-quality DVD recording devices. The unit shall be a stand alone DVD R/RW recorder with a built in 250 GB (minimum) hard drive.
2. Each interview room system shall have one (1) color dome camera with 550 video resolution, .04 lux, and vari-focal lens (2.9mm - 10mm F1.2).
3. Each interview room system shall have four (4) high quality video baluns for video transmission.
4. Each interview room system shall have two (2) high quality audio microphone systems, including power supply.
5. Each interview room system shall have one (1) high quality 15 inch LCD monitor with built in speakers.
6. Each interview room system shall have one (1) Time/Date stamp generator, including power supply.
7. Each interview room system shall have one (1) audio kill-switch for temporarily preventing the recording of audio to both the DVR's simultaneously.
8. Each interview room system shall have a one (1) UPS Backup.
9. Each interview room system shall include two (2) warning lights.
10. Each interview room system shall have a 24 1/2' W x 22 1/3' D x 63 1/2" H Security Cabinet with four built in switches.
11. The contractor shall provide a single firm fixed price for all new installations based on the assumption that the average distance between the interview room with camera and microphone and the recorder station will be 150'. Each interview room system shall be wired as required.

Basic system design and installation resources must be included in the cost of the equipment purchased.

3.3 EQUIPMENT SPECIFIED

The proposed equipment shall be configured to comply with the following requirements:

3.3.1 DIGITAL VIDEO RECORDER

- DVR with DVD-R Recorder integrated with a minimum 160 GB HDD.
- DVR/DVD-R Unit must be capable of writing DVD's which can be played back in commercially available DVD players and multimedia PCs with DVD players.
- 160 GB built in HDD with a minimum 200 hours of recording capacity in extended play mode.

- Minimum of 6 hours of DVD recording time in EP mode on 4.7 GB discs.
- High speed copying from HDD to DVD-R disc.
- Disc Backup, 10-bit/ 54MHz Video DAC, 24-bit/ 192kHz Audio DAC,
- Any DVR tuner must be capable of processing an NTSC signal.
- 1 Optical Digital Output,
- 2 S-Video Inputs/Outputs,
- 2 A/V Inputs/Outputs,
- Front: (1 A/V Input, 1 S-Video Input, 1 DV-Input),
- Component Video Output (DVD, Video CD),
- Remote Control unit

3.3.2 THREE (3) AXIS COLOR MINI SMOKED DOME CAMERA

- Color mini Smoked Dome Camera with manual PTZ adjustment.
- 1/3 Sony Super HAD CCD, or equivalent,
- 550 TVL Video Resolution,
- 0.04 lux, digital zoom,
- 12 VDC / 24VAC,
- DV Iris Vari-Focal Lens (2.9mm - 10mm F1.2)
- Auto white balance,
- Back light compensation,
- Auto gain control.

3.3.3 MICROPHONES

Microphone: 2 Microphones per installation location.

- The system shall be a Louroe Electronics™ model # Verifact A or functional equivalent.
- Sensitivity 80 db SPL input provides 0.254Vrms,
- Frequency response 40 Hz to 15 khz +/- 1 db,
- Output line level (0 db @ 10000hms),
- Current drain 4 ma, supply voltage 12vdc,
- Output impedance 600ohms unbalanced,
- Microphone housing high impact ABS,
- Dimensions 4" diameter x 1" H, weight 0.5 Lb

Interface Adapter:

- The system shall be a Louroe Electronics™ model # IF-2 or functional equivalent.
- Input impedance 1K ohms,
- Output signal 0 db@6000hms,
- Power supply 12v dc, 500 ma,
- Dimensions 6 1/8" L x 45/8" W x 1 3/4" H
- UL listed class 2 plug in transformer, converting 120vac to 12vdc. Louroe model # AD-1 or functional equivalent.

3.3.4 TIME/DATE GENERATOR SYSTEM

The time/date generator system shall be compatible with the entire system. The time/date generator shall display, at a minimum:

- Current time, date and 20 character text.
- Video input/output level 1Vp 75 ohm,
- Video input/output connection RCA jack,
- Case material plastic, power supply 12 VDC.

3.3. 5 WARNING/ STROBE LIGHTS

The system shall include two warning lights.

- The first warning light shall be a single flashing alert LED/ strobe light mounted on an exterior wall/ceiling above the interview room entrance doorway to notify of interview in progress.
- The second warning light shall be a red LED type, mounted on an interior wall of interview room to signal interviewer.
- The switches for both lights shall be securely mounted to the security cabinet to the right of the video monitor.
- Cabling will be required.

3.3. 6 VIDEO BALUNS

- The system shall be a Smart Cabling & Transmission Corp. TM Model # TTP111VT, or functional equivalent,
- Video transceiver BNC male to terminal block.
- Video input (BNC connector) 1,
- Video input 1Vp, 75ohms,
- Output terminal block,
- Transmission distance 400m,
- Dimensions 69mm W x 25mm H x 22mm D

3.3. 7 AUDIO KILL-SWITCH

- The audio kill-switch shall provide two (2) audio inputs to four (4) audio outputs.
 - Audio input 2 x RCA female jack,
 - Audio output 4 x RCA female jack,
- On/off toggle switch to be securely mounted to the security cabinet to the right of the video monitor.

3.3. 8 LCD MONITORS FIFTEEN INCH (15")

The 15" LCD monitors shall provide, at a minimum,

- 1024x768 resolution,
- 400:1 contrast ratio,
- 16ms response time,
- 60 frames per second,
- Inputs (TV, RCA, VGA),
- Stereo sound speakers,
- Passive audio/video switcher to display either DVR to the monitor.

3.3. 9 TRANSCRIPTION SOFTWARE & SYSTEM

Software

- Software providing "stop and go" transcription functionality or equivalent transcription software shall be able to strip audio off DVD for transcription purposes.
- System Requirements: Windows - XP/2003/Vista
- Software must be capable of playing back the DVD's generated by the system DVR.

Foot Pedal System

- The system shall be compatible with the transcription software.

- The system shall have three (3) pedal control (play, rewind, fast forward),
- USB compatible,
- Approximate dimensions 7 ½" x 5 ¾" x 1 ¾"

3.3. 10 UPS BACKUP

UPS shall be configured to appropriately maintain operation of all system components (DVR's, camera, microphones, warning lamps, monitor and speakers) for a minimum of 20 minutes.

All electronic components shall be protected against transient over-voltages, AC line noise, radio frequency interference (RFI) and electro-mechanical interference (EMI).

3.3. 11 SECURITY CABINET

Audio/Video signals shall terminate into a metal security computer cabinet. Cabinet shall be able to contain DVD Recorders, Monitor, UPS Backup and be able to be secured and locked with a key.

- The cabinet's approximate dimensions shall be: 24 1/2" W x 22 1/3" D x 63 1/2" H.
- The contractor shall provide a minimum of 2 keys for the installed cabinet. All openings shall lock with the same key for dependable security.
- The locking monitor compartment shall include:
 - A break resistant acrylic window framed in heavy duty steel,
 - Locking drawer for a remote control, DVDs, Manual,
 - Cable management opening throughout,
 - Rear panels louvered to dissipate heat,
 - Four (4) built-in switches
 - One switch to activate exterior warning light,
 - One switch to activate inside alert light,
 - One switch to switch video feed to monitor,
 - One switch to turn on/off audio to system.

3.4 EQUIPMENT GENERAL REQUIREMENTS

3.4.1 DOCUMENTATION

Prior to acceptance by the State, the contractor shall supply all manuals, system documentation and user guides upon completion of each project. All manuals, system documentation and user guides shall be provided to the Facility Administrator upon completion of installation.

3.4.2 STANDARD AND CODES

This section is in addition to the Standard Terms and Conditions, Paragraph 3.13, Performance Guarantee of Bidder.

All equipment and installations shall conform to all applicable federal, State and local laws and regulations and shall be installed in accordance with all applicable standards of the Electronics Industries Association (EIA), Computer Business Equipment Manufacturers Association (CBEMA), National Electrical Manufacturers Association, National Electric Code (NFPA 70) and the corresponding manufacturer's specifications and recommendations for the equipment.

3.4.3 INSTALLATION

Contractor shall be responsible for the complete installation of the systems at all locations. Each site installation shall include all hardware, software and accessory components required to ensure full operational status (See Section 3.4.4).

The contractor shall install, connect, or terminate all required cabling to make the recording equipment fully functional. This work shall be performed at the designated interview, recording and review rooms and shall include all rooms, if there is more than one interview room at each location.

All inter-console video cabling shall be labeled as to function and unit(s) served.

All coaxial connections shall be made using three-piece BNC connectors. Twist-on connectors are not acceptable.

All connectors and cabling shall be neatly dressed or tied together and labeled as to their function, and installed in a professional manner.

Contractor shall establish a work schedule with each site's Facility's Administrator. The normal work hours for this project are 9:00 a.m. through 5:00 p.m., Monday through Friday barring other arrangements with a site's Facility's Administrator. A list of each Facility's Administrator will be provided to the contractor by the State Contract Manager.

Contractor shall provide a signed Installation Completed Document describing the work performed and date completed.

Installation shall be accomplished within thirty (30) calendar days after issuance of purchase order.

The sites shall be maintained in a clean, safe manner at all times.

3.4.4 FULL OPERATIONAL STATUS

Full operational acceptance is when the equipment is installed by the contractor, the equipment is in good working order and is made operational in accordance with standard specifications and the equipment is accepted by the Facility Administrator or Using Agency.

Full operational acceptance for each site shall be confirmed in writing by the State Contract Manager.

Full operational acceptance shall be determined by:

- Demonstration of the installed system to the satisfaction of each site's Facility's Administrator
- Two (2) hours training of personnel to operate the system effectively ([See Section 3.8 Training](#)).
- Site personnel shall be provided with a graphic "step-by-step" instructional manual illustrating the recording, finalizing, and down-loading process.

3.4.5 WARRANTY

All equipment and software shall operate in accordance with the manufacturer's standard specifications and documentation with a warranty for a minimum period of one (1) year to begin after Full Operational Acceptance. A copy of this warranty and or guarantee shall accompany the

equipment and systems when delivered. All repairs and replacement under the warranty are to be at no charge for parts, service and labor to the State of New Jersey.

1. Warranty for software includes all updates, upgrades or new releases made available during the warranty period.
2. If warranty repairs cannot be corrected on site, and the component requiring the repair is crucial to the operation of the system, the contractor shall supply a replacement or loaner component which is functionally equivalent at no charge to maintain the system while warranty repairs are being completed.
3. Warranty service shall cover twenty-four (24) hour a day, seven (7) day a week.
4. Contractor service personnel must be on site within eight (8) hours of request for service (8 hours response time).
5. The contractor must have sufficient personnel to respond to multiple warranty problems at the same time.
6. All warranties shall be made out to the State and delivered to the Contract Manager or Facility Administrator.

3.5 TROUBLE REPORT / PROBLEM INTAKE

Contractor shall maintain a toll-free telephone number twenty-four (24) hour a day, seven (7) day a week "trouble reporting" and technical support. Contractor shall provide a list of escalation telephone contact numbers of at least three contact people and their respective titles to include supervisory personnel of the contractor's trouble reporting center.

Trouble reporting and technical support during the warranty and post warranty maintenance plan period shall be at no cost to the State.

Trouble Escalation List shall be provided upon request of Using Agency. The Trouble Escalation List shall be updated each time changes are made.

3.6 MAINTENANCE FOLLOWING WARRANTY PERIOD (POST-WARRANTY MAINTENANCE)

3.6.1 MAINTENANCE PLANS

If purchased, the contractor shall provide the following offered service maintenance support options for equipment and software following the warranty period:

- A. All inclusive post-warranty maintenance price plans for one (1) full year ([Schedule A](#))
 - B. All inclusive post-warranty maintenance price plans for three (3) full years ([Schedule B](#))
 - C. All inclusive post-warranty maintenance price plans for five (5) full years ([Schedule C](#))
 - D. Time and material (T&M) support. (Labor Rate [Schedule D](#) & Material [Schedule E](#))
- A. All Inclusive On-Site Post-warranty Maintenance Plans for equipment and service support shall be comparable to the Warranty support set forth in [Section 3.4.5](#). The All Inclusive On-Site Post-warranty Maintenance Plans A through C above shall include the following:
1. All maintenance required on equipment covered under a warranty and/or a maintenance plan shall be performed at the contractor's expense for the remainder of each plan. On-

site maintenance for all plans shall cover twenty-four (24) hour a day, seven (7) day a week.

2. Contractor service personnel must be on site within eight (8) hours of request for service (8 hours response time).
3. The contractor must have sufficient personnel to respond to multiple maintenance problems at the same time.
4. The contractor shall be responsible for a post-warranty bi-annual preventive maintenance program to maintain the level of service proposed. Using Agency shall approve the preventive maintenance program schedule and shall be notified seventy-two (72) hours prior to any proposed scheduled maintenance.
5. Plans must include all system maintenance software updates and upgrades for the length of the plan.
6. If post-warranty maintenance plan repairs cannot be corrected on site, and the component requiring the repair is crucial to the operation of the system, the contractor must supply a replacement or loaner component which is functionally equivalent at no charge to maintain the system while warranty repairs are being completed.

B. The contractor shall provide Time and Material (T&M) Support. T&M support is based on time (fixed hourly rate [Schedule D](#)) and material (fixed material cost [Schedule E](#)) support for equipment and software after the warranty or post-warranty maintenance plan has expired.

Installation of additional Using Agency provided surveillance equipment shall be at the appropriate Hourly Rate.

Hourly rate categories are defined as follows:

1. Straight Time: The fixed hourly rate for on-site T&M support during normal business hours of Monday to Friday, 8:00AM to 5:00PM EST.
2. Over Time: The fixed hourly rate for on-site T&M support Monday through Thursday - 5:01 p.m. to 7:59 a.m., Friday - 5:01 p.m. to 12:00 a.m. and all day Saturday
3. Holiday Time and Sunday - Legal Holidays as recognized by the State of New Jersey
4. Technical Support services performed after warranty expiration

The contractor shall provide a complete price list of materials to be used for T&M ([Schedule E](#)). Material price shall not exceed the bid price of new material and must be available for same day replacement.

3.6.2 REPLACEMENT PARTS FOR WARRANTY AND POST-WARRANTY MAINTENANCE

Only new parts and materials are permissible where replacement parts and materials are required in accordance with the manufacturer's guidelines to effect necessary repairs. Where manufacturer-specific replacement parts are unavailable, the contractor may propose substitute brands provided such brands are equal or better than the ones contained in the manufacturer's manual. The burden of establishing interchangeability, suitability and quality of alternate or substitute replacement parts or materials lies with the contractor; and it shall furnish, at its own expense, all applicable technical literature or documentation and information necessary or related thereto as required by NJSP or the Using Agency. The NJSP or the Using Agency will review such information as may be provided by the contractor with respect to the comparative quality and

suitability of alternate or substitute equipment, articles or materials. The NJSP or the Using Agency's decision shall be final.

The State will allow remanufactured parts provided the remanufactured part has a "like new" warranty and for good cause if a "new" part is not readily available, e.g. parts no longer in current production.

3.7 SYSTEM DEMONSTRATION

System being offered must be capable of being demonstrated. Prototypes will not be acceptable. All equipment proposed must be operational and available. Such demonstrations, if so requested, will be held at the convenience of the State.

System demonstrations for NJSP must be offered in an operational site within an approximate fifty (50) mile radius of Trenton, New Jersey.

System demonstrations for Using Agencies must be offered in an operational site within an approximate fifty (50) mile radius of the Using Agency location..

3.8 TRAINING

Training support shall include all required system training to bring staff at each location to a functional level of system operation. The contractor shall provide training and manuals for all equipment and system operation immediately following system installation.

Training for equipment and system operation shall be included in the price of the equipment. The contractor shall provide all training materials in hard and soft copy.

Additional training may be required by the State before the expiration of the equipment warranty or during the post-warranty maintenance period chosen. This training is in addition to the training that is to be included after installation. The contractor shall provide additional training when requested rated for one (1) hour, one-half (1/2) day, one (1) full day. ([See Schedule F](#)).

3.9 GENERAL REQUIREMENTS

3.9.1 CONTRACTOR PERSONNEL

All personnel must observe all regulations in effect at each site. While on State property, contractor staff are subject to control of the State, but under no circumstances are such persons be deemed to be employees of the State. The contractor or its personnel must not represent themselves as employees of the State.

On all NJSP installations, the contractor shall provide the names of its employees conducting the installation to the NJSP for background checks. No installer with a criminal history will be permitted to work on the NJSP installations.

On installations for Using Agencies other than NJSP, the contractor shall provide the names of its employees conducting the installation to the Using Agency for background checks upon request from the Using Agency.

The Director may request the contractor to transfer from the work crew employees who are found by the State to be incompetent, prone to excessive tardiness, absenteeism, theft or after violation of the facility contractor / safety rules.

The technical personnel that install the proposed system must be fully trained and qualified to install the proposed system.

All personnel changes instituted by the contractor must be submitted to and approved by the Using Agency. This is an addition to the provisions of RFP [Section 5.6](#).

3.9.2 ADDITIONS, SUBSTITUTIONS, DELETIONS

The contractor may substitute or add products during the term of the contract provided that they are the same brands as originally awarded and serve the same comparable functions as the product they replace. After the contract award, additions, substitutions and/or deletions may be allowed under the following conditions:

- a) Written requests must be sent to the buyer assigned at the Purchase Bureau, Division of Purchase and Property, Treasury, detailing each proposed replacement, substitution or additional product and/or service.
- b) The written request will be reviewed by the Division of Purchase and Property and NJ State Police.
- c) The written submission requesting additions or substitutions must include a detailed description of the product and the State's price. The contractor is required to identify the items being added and deleted.
- d) The request must be submitted on contractor's letterhead and must be signed by a representative of the firm.
- e) All substitutions must be approved, in writing, by the Director of Purchase and Property before being offered to NJSP or Using Agency.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page

<http://www.state.nj.us/treasury/purchase/bid/summary/08-X-39902.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **seven (7) full, complete and exact copies** of the original proposal. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

In addition, the bidder must submit **one (1) full, complete, and exact ELECTRONIC copies** of the original proposal in PDF file format to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software on compact disc (CD). The bidder should also submit **one (1) full, complete, and exact ELECTRONIC copy** of the original proposal in an editable and "writable" PDF file format on CD for redaction.

A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 - Forms (Section 4.4.1 - 4.4.3.)
- Section 2 - Technical Proposal (Section 4.4.4)
- Section 3 - Organizational Support and Experience (Section 4.4.5)
- Section 4 - Cost Proposal (Section 4.4.6)

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-X-39902.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-X-39902.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-X-39902.shtml>.

4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-X-39902.shtml>.

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a Set-Aside Contract for Category I, II, and III Small Businesses. The bidder must be registered as a qualifying small business with the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce) by the date the bid is received and opened. Evidence that

the bidder has registered with Commerce as a small business should be submitted with the bid proposal.

*****IMPORTANT NOTE: EVEN IF THE BIDDER IS AN INCUMBENT CONTRACTOR AND/OR HAS BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, THE BIDDER WILL NEED TO BE SURE THAT IT IS REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE COMMERCE COMMISSION UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL COMMERCE TO CHECK REGISTRATION STATUS IS 609 292-2146.*****

This is a contract with set aside subcontracting goals for Small Businesses. All bidders must include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-X-39902.shtml>. Bidders intending to utilize subcontractors must also include a completed and signed Subcontractor Utilization Plan form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-X-39902.shtml>. Failure to submit the required forms shall result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce, Economic Growth and Tourism Commission at (609) 292-2146.

4.4.2.3 PUBLIC WORKS CONTRACTOR REGISTRATION

The bidder shall submit a copy of its Public Works Contractor Registration.

The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named dealers and subcontractors, to register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. For the prevailing wage threshold and additional registration information the bidder should visit: <http://www.nj.gov/labor/lsse/lspubcon.html>

If contractor's dealers and subcontractors will be performing only depot maintenance or bench labor, the bidder is to specify in its proposal those dealers and subcontractors that will not be engaged in public works.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/08-X-39902.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The

Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08-X-39902.shtml>.

4.4.3.3 NOTICE OF INTENT TO SUBCONTRACT FORM

The Notice of Intent to Subcontract Form must be completed before contract award and should be submitted with the bid proposal. Bidders proposing to use subcontractors should complete the attached Notice of Intent to Subcontract Form

<http://www.state.nj.us/treasury/purchase/bid/summary/08-X-39902.shtml> to advise the State that a subcontractor will be utilized to provide any goods or services under the contract. This is a Small Business Subcontracting set-aside contract and bidders proposing to use subcontractors should comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/08-X-39902.shtml>

4.4.3.4 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/08-X-39902.shtml> must be completed before contract award and should be submitted with the bid proposal.

4.4.4 TECHNICAL PROPOSAL

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information:

4.4.4.1 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

4.4.4.2 CONTRACT MANAGEMENT

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

4.4.4.3 CONTRACT SCHEDULE

Not applicable to this procurement.

4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement.

4.4.4.5 POTENTIAL PROBLEMS

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

4.4.4.6 TECHNICAL REQUIREMENTS

The bidder must document that it can meet the technical requirements of this RFP. Each response in the proposal to a mandatory item in the RFP must contain clear language that states full compliance. The bidder shall provide its compliance to the following sections, at a minimum:

Section 3.2 Interview Room Recording Specifications – Bidder shall provide its response to this section.

Section 3.3 Equipment Specified (Sections 3.3.1 - 3.3.11) – Bidder shall provide its response to these sections.

Section 3.4 Equipment General Requirements (Sections 3.4.1 - 3.4.5) – Bidder shall provide its response to these sections.

Section 3.5 Trouble Report / Problem Intake – Bidder shall provide its response to this section. .

Section 3.6 Maintenance Following Warranty Period (Post Warranty Maintenance) (Section 3.6.1, 3.6.2) – Bidder shall provide its response to these sections. The bidder shall propose Post Warranty Maintenance (See Schedules A-D). The bidder must provide a separate price list of its replacement parts for warranty and post-warranty maintenance material ([See Schedule E](#)).

Section 3.7 System Demonstration – Bidder shall provide its response to this section.

Section 3.8 Training - Bidder shall provide its response to this section. The bidder shall propose Training ([See Schedules F](#))

Section 3.9 General Requirements (Sections 3.9.1 – 3.9.2) - Bidder shall provide its response to these sections.

4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder shall include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP. The bidder's qualifications shall include:

- Demonstrated minimum installation of ten (10) security systems using the equipment in the product specifications or similar products
- Demonstrated minimum three (3) years experience in installing video security systems
- Demonstrated local service and support presence expertise in video system service and support
- Demonstrated twenty-four (24) hour service response with spare parts in stock
- Demonstrated comprehensive knowledge of the proposed security system and

understanding of technological futures

- Demonstrated system performance monitoring, and problem identification / resolution

4.4.5.1 LOCATION

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.5.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured in accordance with the attached format (See [Attachment 1](#)) to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

4.4.5.4 BACKUP STAFF

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the

services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements to include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Bid Proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

4.4.5.8 SUBCONTRACTOR(S)

Bidders should complete the **Notice of Intent to Subcontract Form** if they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** should also be submitted with the bid, but must be submitted prior to contract award.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce, Economic Growth & Tourism Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – \$1 to \$500,000; Category II - \$500,001 to \$5,000,000; Category III - \$5,000,001 to \$12,000,000.

Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.

Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.6 PRICE SCHEDULE

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

The price schedule is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/08x39902.shtml>.

1. Bidder to provide pricing for an all-inclusive, firm fixed cost for an audio/video interview room system on price line 00001. The bidder must submit on a separate sheet a detailed breakdown of its pricing, giving the unit price for each piece of equipment, the installation price and training price.

2. Price line 0002 has been provided on the price sheet for quantity discounts.

Bidder must clearly identify its quantity discounts on the Price Sheets. In a quantity offering, the State will evaluate based on the quantity of one (1). Bidder must provide the unit price for each quantity discount line under the Commodity-Service Description column on the Price Sheet. The Unit Price and Amount fields for price line 00002 will be left blank.

3. Bidder to provide pricing for: All-Inclusive Post-warranty Maintenance, Time and Material and Training on schedules attached to this RFP

Price Schedules are provided as follows:

- Schedule A. One (1) Year All-inclusive On-Site Post-Warranty Maintenance by Facility (Price line 00003)
- Schedule B. Three (3) Year All-inclusive On-Site Post-Warranty Maintenance by Facility (Price line 00004)
- Schedule C. Five (5) Years All-inclusive On-Site Post-Warranty Maintenance by Facility (Price line 00005)
- Schedule D. Time & Material - Hourly Labor Rates (Price line 00006)
- Schedule E. Time & Material - Material Price List (Price line 00007) (Bidder to attach sheet)
- Schedule F. Training (Price line 00008)

4. Systems removed and re-installed subsequently shall utilize the T&M hourly rates and T&M material price lists for parts ([See Schedule E](#)). T&M material price list shall include miscellaneous supplies, hardware type items and interfaces that are required for the removal and re-installation of these systems.

If additional space is needed to complete a schedule, attach separate sheets in the same format. Also attach any additional schedules and documentation pertinent to this offering.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08-X-39902.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **three (3) years**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08-X-39902.shtml>. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for **two (2)** additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **45 days** beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.6 SUBSTITUTION OF STAFF

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings,

analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

5.9 DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.10 NEWS RELEASES

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.11 ADVERTISING

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.12 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.13.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.14 LATE DELIVERY

Not applicable to this procurement.

5.15 RETAINAGE

Not applicable to this procurement.

5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

5.17 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.18 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

5.20 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

N.J.S.A. 10:5-33 requires that:

"During the performance of this contract, the contractor agrees as follows:

- a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

5.21 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.22 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-X-39902.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according

to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

5.22.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, is optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

5.23 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 07/27/07

NJ Standard Terms and Conditions version 07/27/07 are located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/08-X-39902.shtml>.

5.23.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 07/27/07 is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

a. The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.

b. The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.

c. In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

5.23.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 07/27/07, is deleted and replaced with the following:

2.2 Indemnification

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07.

The contractor shall not be liable for special, consequential, or incidental damages.

5.23.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d) Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.24 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/08-X-39902.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

5.25 CERTIFICATE FROM THE DEPARTMENT OF LABOR

The contractor must be in compliance with the Public Works Contractor Registration Act. The "Act" requires the bidder and its subcontractors be registered with the Department of Labor. Under the Act, no contractor/subcontractor will be permitted to engage in a contract for public work unless that contractor/subcontractor is registered with the New Jersey Department of Labor. The Act provides that upon registration with the Department of Labor, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirements. There is a registration fee of \$300 per year. The bidder should submit a copy of this certificate to the Purchase Bureau with its proposals. Evidence of such registration is a condition precedent to the award of contract.

For further information the contractor can contact the Contractor Registration Unit at:

New Jersey Department of Labor
Division of Wage & Hour Compliance
PO Box 389
Trenton, NJ 08625-0389
Telephone: (609) 292-9464
Fax: (609) 633-8591

In addition, labor rates must be in accordance with the Prevailing Wage Act. The Prevailing Wage Rates by county may be obtained at the following web site: www.nj.gov/labor

(Click on "Legal", then "Prevailing Wage/Public Contract", then "Click Here", and finally on the county in which the jobsite is located. Rates vary by county.)

6.0 PROPOSAL EVALUATION

6.1 PROPOSAL EVALUATION COMMITTEE

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal.

The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.3.1 TECHNICAL EVALUATION CRITERIA

- A) The proposed A/V Recording System's meeting of the specified configuration requirements of this RFP.
- B) The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C) Company background and Experience – The bidder's experience and past performance under similar contracts, its company background, qualifications and experience of bidder's key personnel and its financial capability to undertake this contract..

- D) Total bid price will be determined according to prices based on selected line items located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08x399022.shtml> .

6.3.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08-X-39902.shtml>.

6.3.3 BID DISCREPANCIES

In evaluating bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

6.3.4 EVALUATION OF THE BID PROPOSALS

The Evaluation Committee will complete its evaluation and recommend to the Director for award the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s)

whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 (the "Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08-X-39902.shtml>.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 07/27/07 of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

7.4 PERFORMANCE BOND

Not applicable to this procurement.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

SCHEDULE A

08-X-39902 Video Recording: Interview Room A/V Recording System

Post Warranty All-Inclusive Maintenance – 1 Year

(Per Section 3.6.1)

Post Warranty Maintenance – 1 Year

Unit Cost

All inclusive post-warranty maintenance plan for one (1) full year \$ _____

SCHEDULE B

08-X-39902 Video Recording: Interview Room A/V Recording System

Post Warranty All-Inclusive Maintenance 3 Year

(Per Section 3.6.1)

Post Warranty Maintenance- 3 Year

Unit Cost

All inclusive post-warranty maintenance plan for three (3) full years \$ _____

SCHEDULE C

08-X-39902 Video Recording: Interview Room A/V Recording System

Post Warranty All-Inclusive Maintenance– 5 Year

(Per Section 3.6.1)

Post Warranty Maintenance – 5 Year

Unit Cost

All inclusive post-warranty maintenance plan for five (5) full years \$_____

SCHEDULE D

08-X-39902 Video Recording: Interview Room A/V Recording System

T&M Hourly Labor Rates

TIME

All Inclusive Hourly Labor Rates:

Straight Time: Monday to Friday, 8:00 am to 5:00 pm _____

Over Time: Monday to Friday, 5:01 pm to 7:59 am _____

Saturday – All Day _____

Sunday – All Day _____

Holiday – All Day _____

Technical Support services performed
after warranty expiration _____

SCHEDULE E

08-X-39902 Video Recording: Interview Room A/V Recording System

T&M Material Price List

(Per Section 3.6.1)

Material Price List shall include Company name and "Schedule E" shall be clearly marked on each page on bidder's Material Price List.

SCHEDULE F

08-X-39902 Video Recording: Interview Room A/V Recording System

Training Support
(After the warranty period per student)

All-Inclusive Training Costs:

Full Day: _____

Half Day: _____

Per Hour
(2 Hour Minimum): _____

ATTACHMENT 1

The resumes should be formatted as depicted below.

Resume Format

Name:

Present Title:

Role for this Project: *Proposed role for the subject contract.*

Experience Summary: Types of experience the proposed staff has that are applicable to the proposed project, e.g., requirements analysis, project management, training, conversion planning, etc. For each type of experience, the number of years of said experience must be identified.

Job A:

Employed from (month/year) to (month/year):

Title:

Employer name, phone number, fax number and/or e-mail address:

Employer address:

Specific Project A:

Customer name:

Current telephone number, fax number and/or e-mail address:

Brief project description:

Time period individual assigned to project:

Percentage of time on specific project (based on full days, five days per week):

Continue with Projects B, C, etc., as needed.

Continue with Jobs B, C, etc., as needed.

Educational Background

School name (post-secondary education):

Location:

Type and date of degree received:

Specialized Training

Type of training and dates attended (months/year):

References:

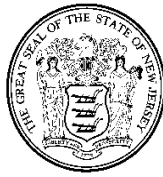
Provide the following information for each of two (2) references.

Name:

Position:

Current telephone number, fax number and/or e-mail address:

Relationship:



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
Acting State Treasurer

February 25, 2008

To: All Interested Bidders

Re: RFP # 08-X-39902
Video Recording: Interview Room A/V Recording System

Bid Due Date: **April 10, 2008** (2:00 p.m.)

Addendum # 1

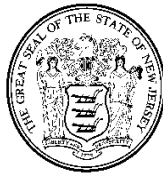
The following constitutes Addendum #1 to the above referenced solicitation.

Please be advised that the following dates have been changed:

1. The cut-off date for electronic questions and inquiries relating to this RFP has been changed from February 15, 2008 to March 13, 2008.
2. The Bid Due date has been changed from March 18, 2008 to April 10, 2008.

It is the bidders' responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
Acting State Treasurer

March 18, 2008

To: All Interested Bidders

Re: RFP # 08-X-39902
Video Recording: Interview Room A/V Recording System

Bid Due Date: **April 10, 2008** (2:00 p.m.)

Addendum # 2

The following constitutes Addendum #2 to the above referenced solicitation.

Part 1: Answers to questions

It is the bidders' responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1

**Video Recording: Interview Room A/V Recording System
Solicitation Number: 08-X-39902**

Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page(s)	RFP Section Reference	Questions	Answers
1.	6	1.2 Background	Can the installation locations be provided?	No. Bidders must be capable of providing installation and service primarily to law-enforcement locations within the State of New Jersey.
2.	13	3.3.1 Digital Video Recorder	Does the State have a preferred DVR manufacturer?	No. The State has no preferred DVR manufacturer.
3.	13	Section 3.1	Please define "Geographically dispersed"?	Geographically dispersed means within the state of New Jersey.
4.	13	Section 3.3.	Regarding the Axis network camera for the DVD recorder: A. Do we need to run wiring from the cameras to the monitor and/or DVD-R? B. To use an IP camera wouldn't we need an NVR, not a DVD-R? C. Should we quote an NVR if necessary?	The State has not specified the manufacturer Axis™ for the cameras. The three axis reference is associated with <u>manual</u> pan, tilt, and zoom functionality. A. Yes, wiring will be required to connect the camera. B. An IP camera is not specified. C. No quote for an NVR is required.
5.	14	Section 3.3.2	Section 3.2, #2 states "Each interview room system shall have one (1) color dome camera...". However, Section 3.3.2 is titled "Three (3) Axis Color Mini Smoked Dome Camera". Please clarify if the state requires one or three cameras per interview room?	The State has specified a single color mini dome camera with adjustment on "Three (3) Axis" referring to <u>manual</u> pan, tilt, and zoom capability within the camera enclosure per interview room.

6.	14	Section 3.3.2	Please clarify that the camera specified in RFP is actually a fixed mini dome and not a PTZ. The specifications do not match those of a PTZ.	The State has specified a mini dome camera with a vari-focal lens allowing manual adjustment of zoom, and the camera mini dome enclosure must allow manual adjustment of pan and tilt with positive locking of selected settings.
7.	15	Section 3.3.9	A. Must transcription system work with Windows Media Player? B. Is it assumed that there will already be a computer in the interview room? C. Does the State require a quote on a computer and if so please provide the minimum configuration?	A. The transcription software must work with Windows XP™ and Windows Vista™. B. There will be computers within the law enforcement facility with a DVD drive and Windows™ operating system. C. No quote is required.
8.	23	4.4.2.2 Small Business Set-Aside Contracts	Must a small business bidder's primary place of business be located in the State of New Jersey to bid on this proposal under the set-aside?	Bidder's primary place of business does not have to be located in the State of New Jersey to bid on this proposal. While out-of state businesses of any size do not qualify under the small business set-aside goals this does not prohibit them from bidding on this proposal.
9.			Are technical drawings and an equipment list with make, model and quantity available for this project?	No technical drawings or equipment list are available from the State for this project.



Price Sheet

Term Contract - Advertised Bid Proposal

Solicitation:

OpenDate:

T-Number:

Bidder: _____

--

<i>Line No</i>	<i>Commodity-Service Description</i>	<i>Quantity</i>	<i>Unit</i>		
	Commodity Code:			_____	_____
	Commodity Code:			_____	_____
	Commodity Code:			_____	_____
	Commodity Code:			_____	_____
	Commodity Code:			_____	_____



Price Sheet

Term Contract - Advertised Bid Proposal

Solicitation:

OpenDate:

T-Number:

Bidder: _____

<i>Line No</i>	<i>Commodity-Service Description</i>	<i>Quantity</i>	<i>Unit</i>		
	Commodity Code:			_____	_____
	Commodity Code:			_____	_____
	Commodity Code:			_____	_____