

Request for Proposal 07x39322

For: VIDEO CAMERA RECORDERS, DIGITAL TYPE

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	June 12, 2007	5:00 PM
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for more information.)	May 24, 2007	10:00 AM
Mandatory Site Visit (Refer to RFP Section 1.3.4 for more information.) Ancora Psychiatric Hospital Trenton Psychiatric Hospital Hagedorn Psychiatric Hospital	May 24, 2007 May 29, 2007 June 05, 2007	10:30 AM 10:00 AM 10:00 AM
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	July 10, 2007	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 ☐ Not Applicable ☐ Entire Contract ☐ Partial Contract ☒ Subcontracting Only	Category ☐ I ☐ II ☐ III
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RFP Issued By

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

Using Agency / Agencies

State of New Jersey
Department of Human Services,
Division of Mental Health Services,

Date: May 15, 2007

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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 Human Services, Division of Mental Health Services. The purpose of this RFP is to solicit bid proposals to engage a contractor to provide video surveillance equipment and maintenance services.

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 05 09 06 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.

1.2 BACKGROUND

The Division of Mental Health Services (DMHS), within the Department of Human Services, has operated a video surveillance program at each of the four regional, adult psychiatric hospitals (Ancora, Trenton, Hagedorn, and Greystone) since 1997. As a result of P.L. 1997 c.68, DMHS is required to monitor and record video images from numerous camera locations 24 hours per day, 7 days per week, 365 days per year (over 1000 camera locations across the four hospitals). The current system utilizes VCR technology and equipment to record up to 16 camera images at one time onto a single VCR tape at one to two frames per second per camera. Each tape records 24 hours and is then removed from the VCR and stored for 31 days before reuse.

DMHS has a limited number of digital video recorders as a pilot project utilizing OpenEye[®] model X240 equipment. These units are performing satisfactorily.

DMHS is seeking bids to migrate from VCR recording technology and equipment to a digital recording/storage format. The digital technology will offer several enhancements to the surveillance program such as increased storage capabilities, enhanced frames per second recording rate, viewing through computer network, less manual intervention, and the ability to upgrade as needed.

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. The Purchase Bureau will not respond to substantive questions related to the RFP or any contract.

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

1.3.3 MANDATORY PRE-BID CONFERENCE

The date and time of the Mandatory Pre-Bid Conference is indicated on the cover sheet. The location of the Mandatory Pre-Bid Conference will be as follows:

**Ancora Psychiatric Hospital
301 Spring Garden Rd, Rm 1006 Main Bldg.
Ancora, NJ**

Bidders will report to the lobby of the Main Bldg. which is located directly beyond the entrance to the hospital complex. Room 1006 is located in the left hallway off the Lobby, 2 doors down.

CAUTION: Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP.

1.3.4 MANDATORY SITE VISIT

A Mandatory Site Visit has been scheduled for this procurement on the date and time indicated on the cover sheet. The locations of the Mandatory Site Visits will be as follows:

LOCATION	DATE	TIME
Ancora Psychiatric Hospital 301 Spring Garden Rd. Ancora, NJ	May 24, 2007	10:30 AM*
Trenton Psychiatric Hospital Sullivan Way, W. Trenton, NJ	May 29, 2007	10:00 AM
Senator Garrett W. Hagedorn Psychiatric Hospital, 200 Sanatorium Rd., Glen Gardner, NJ	June 5, 2007	10:00 AM
Directions to the Hospitals can be found on the following website: http://www.state.nj.us/humanservices/dmhs/hospdirections2.htm		

CAUTION: Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Site Visit.

*The Mandatory Pre-Bid Conference will precede the first scheduled Mandatory Site Visit. The first site visit start time may be delayed due to the length of the preceding conference.

IMPORTANT NOTE:

NO QUESTIONS OR INQUIRIES WILL BE ACCEPTED OR ANSWERED DURING THE MANDATORY SITE VISIT. ALL QUESTIONS ARE TO BE HELD AND SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1.

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

4U – Abbreviated notation for 4 EIA Units - The standard EIA Unit is defined as being 1.75" high by 19" wide. 4U equals 7" high by 19" wide.

100BaseTX - The predominant form of Fast Ethernet. 100BaseTX runs over two pairs of wires in Category 5 cable.

Advance Warranty Replacement – A type of performance guaranty where if a component fails within the warranty period, the vendor ships a replacement immediately and after receipt of the replacement, the defective component is returned to the vendor.

Audio Video Interleave (AVI) - A common file format for storing audio/video data on a PC. This file format conforms to the Microsoft Windows Resource Interchange File Format (RIFF) specification, which makes it convenient for sharing the file with law enforcement authorities and others that may need to view the video. AVI files (which end in the .avi extension) is a Microsoft-standard video file format typically viewed using Microsoft's Media Player application software included with your Web browser.

Bayonet Neill-Concelman Connector (BNC) – A type of connector used with coaxial Ethernet cable.

Category 5 (Cat 5) - An American Standards Institute standard for unshielded twisted pair (UTP) cables. Used, e.g., for 100BaseTX cabling.

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

DIN- Standard used mostly for audio applications. DIN connectors are used for keyboards, PS/2 style mice, MIDI, and Apple printer attachments. This is the most common plug/socket used for MIDI. It is also called a 5-way 180-degree DIN.

Department of Human Services, Division of Mental Health Services (DMHS) – The State of New Jersey Using Agency for which this procurement is initiated.

Electronics Industry Association (EIA) -- A body which publishes "Recommended Standards" (RS) for physical devices and their means of interfacing.

EIA-232 (Formerly "RS-232") - The common asynchronous serial line standard. EIA-232 is the EIA equivalent of ITU-T V.24, and V.28. EIA-232 specifies the gender and pin use of connectors, but not their physical type.

EIA-422 (Formerly "RS-422") - An EIA serial line standard which specifies 4-wire, full-duplex, differential line, multi-drop communications. The mechanical connections for this interface are specified by EIA-449. The maximum cable length is 1200 meters. Maximum data rates are 10Mbps at 1.2m or 100Kbps at 1200m.

Electro-Magnetic Interference (EMI) – An interference usually caused by any electrical equipment radiating electro magnetic frequencies

ISO 9000 - A set of international standards for both quality management and quality assurance that has been adopted by over 90 countries worldwide. The ISO 9000 standards apply to all types of organizations, large and small, and in many industries. ISO 9000:2000 is the latest version.

Joint Photographic Experts Group (JPEG) - - JPEG format compresses graphics of photographic color depth. This compression makes JPEG files smaller and quicker to download. The image deteriorates in quality as you add compression

M-JPEG - Motion JPEG - M-JPEG is a video format that uses JPEG picture compression in each frame of the video.

Moving Picture Experts Group (MPEG) - The standard for compression and storage of motion video, for example, videos available through the World Wide Web.

Pixel - A single point or element in a graphic image. Pixel is a shortened version of "Picture Element".

Preventive Maintenance - A schedule of planned maintenance actions aimed at the prevention of breakdowns and failures. The primary goal of preventive maintenance is to prevent the failure of equipment before it actually occurs. It is designed to preserve and enhance equipment reliability by replacing worn components before they actually fail. Preventive maintenance activities include equipment checks, partial or complete overhauls at specified periods, oil changes, lubrication and so on. In addition, workers can record and monitor equipment deterioration so they know to replace or repair worn parts before they cause system failure.

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 camera movement (i.e., closer or more distant).

Radio Frequency Interference - (RFI) – Electro-magnetic radiation which is emitted by electrical circuits carrying rapidly changing signals, as a by-product of their normal operation, and which causes unwanted signals (interference or noise) to be induced in other circuits.

Redundant Array of Independent Disks (RAID) – a category of disk drives that employ two or more drives in combination for fault tolerance and performance.

RAID 5 – RAID Level 5 - Block Interleaved Distributed Parity: Provides data striping at the byte level and also stripe error correction information for excellent performance and good fault tolerance.

RJ-45 - A serial connector which looks very much like a standard telephone connector, but houses eight wires instead of four.

3.0 SCOPE OF WORK

3.1 GENERAL

The goal of this procurement is to provide recorded video images with minimum loss of clarity, as is attainable from the existing camera systems operating within the three (3) state psychiatric hospitals. The complete digital recording system must meet the specified requirements.

The contractor shall provide all equipment, components, cabling, wiring etc., necessary for a complete operational recording system. All equipment, components, cabling, wiring, etc. shall be fully compatible with every other system component and all existing equipment.

To establish minimum acceptable equipment standard for performance, quality and pricing, all cameras, monitors, monitoring systems, and associated equipment currently in use are available for viewing at the mandatory site visits. The contractor provided digital recorders shall be functionally equivalent to the OpenEye[®] digital recorders piloted in select DMHS locations.

3.2 EQUIPMENT SPECIFIED

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

1. The digital recording equipment shall be manufactured by a company whose products meet or exceed ISO 9001:2000 design and performance specifications.
2. The digital recorder shall be built utilizing a standard 4U / 19" chassis and rack mounted cabinet.
3. The digital recorder must provide space for a minimum of 4 standard, non-proprietary 5.25 inch hard drives. All drives must be accessible from the front panel so that there is no need to remove the DVR Unit from the Rack for servicing.

The contractor shall configure the proposed equipment to comply with the following requirements in the case of a Hard Drive failure.

1. The total DVR down time for the replacement of a Hard Drive Unit shall not exceed sixty (60) minutes.
2. There shall be no need to disconnect any of the 32 Video Input or Output Cables
3. There shall be no need to disconnect any fiber cables
4. The hard drive storage configuration in the recorder must be of an internally contained, fault tolerant RAID 5 configuration.
5. The digital recorder must have a minimum internal storage capacity of 1 Terabyte. No additional external storage equipment to achieve the 1 Terabyte RAID 5 configuration will be accepted.
6. The recorder shall store video images onto an array of hard drives varying in size from 250 GB minimum to unlimited storage capacity dependant upon the physical configuration.
7. The RAID 5 storage configuration must be hardware-based and controlled independently of the operating system software by a stand-alone hardware-based internal controller card.

8. The processing unit shall operate with the following minimum hardware:
 - Pentium4, 2.8 GHz 800MHz processor
 - 256 MB of PC2100 DDR RAM
 - 10/1000 Network Card
 - 32MB Video Card
9. The digital recorder shall have an operating temperature range of 41°F to 104°F (5° to 40°C).
10. The digital recorder shall operate at a relative humidity rate of maximum 80% non-condensing.
11. The primary operating system shall be capable of running on the existing the Windows XP platform, or functional equivalent.
12. The video shall have a compressed image size of 320 x 240 pixels using an average of 2-4 KB of hard disk space per image at a normal quality setting.
13. The video shall have a maximum image size of 640 x 480 pixels using an average of 12KB per image at normal quality settings.
14. The digital recorder shall have a total of 16 video channels and a system-wide recording rate of 240 pictures or frames per second.
15. The digital recorder shall be capable of recording images at the command of the user as follows: continuously; upon motion detection; or according to a user defined time schedule.
16. The digital recorder shall have built-in motion or image change detection for each camera. The operator shall be able to adjust each camera's motion detection area and sensitivity. When motion is detected, the system must begin recording.
17. The operator shall have the ability to assign each channel a specific recording rate varying from 1 to 30 frames per second on a single channel in an environment where all channels are being utilized.
18. The digital recorder shall be capable of displaying live video images at 480 frames per second (30 frames per second x16 cameras) while simultaneously recording at 240 frames per second, user divisible, among 16 simultaneous camera inputs.
19. The digital recorder shall record up to 30 frames per second on a single channel in an environment where all channels are being utilized.
20. The operator shall have the ability to assign each channel a different recording resolution
21. The system shall include a remote client, multi-site software platform, which provides for connection to simultaneous viewing of up to 255 separate and remote (over WAN) digital video servers, with capability of remote live monitoring of up to 25 simultaneous cameras per screen.
22. The main display screen of the multi-site software shall provide for customizable camera numbering schemes, of numbers 1- 999, when used in a multi-DVR environment.
23. The remote client multi-site software platform shall have the ability to select, mix, interface and view up to 25 various camera views from any given number of the 255 separate remote video servers on a user definable basis.

24. The digital recorder multiplexer portion of the system shall allow for various viewing/recording configurations of full-screen, or multiple views from 4, 9, or 16 cameras.
25. The digital recorder shall provide simultaneous playback viewing while recording live images, and backing up recorded images in true multiplex operation.
26. The digital recorder shall accept special day preprogramming so recording schedules may be adjusted around holidays or special day events.
27. The digital recorder shall include a hardware monitoring system which shall monitor the system's hardware devices. If the system should lockup, the hardware monitoring system shall automatically reboot the system.
28. The digital recorder shall be capable of interfacing with a panic / duress triggering system that automatically increases the recorded frame rate on any single camera or cameras. The panic / duress system, a stand alone system separate from the DVRs, shall utilize the DVR Alarm Inputs to activate recording at 25 frames per second (fps) for specifically programmed cameras) This frame rate shall not be below 25 fps when triggered for duress purposes. The digital recording unit shall be able to sustain the increased frames per second until full storage capacity has been achieved. (The intent is that when the alarm is activated the DVR shall go into a higher refresh and record rate for the cameras designated for that area. This should provide better video (higher record rates) of specific areas when activated by the security system. Therefore, the system shall maintain the standard recording rate for normal viewing, but upon an alarm activation, the video ramps up to provide cleaner and crisper video data of the event.)
29. The system shall provide for at least 100 different usernames (and passwords) to which specific privileges such as search, setup, PTZ, shutdown, and backup may be assigned. The administrator shall be able to hide any different combination of cameras from each of the users. The administrator shall also be able to add, delete, or update users when connected to the system remotely.
30. The digital recorder shall have a pre-alarm recording feature to record up to 60 full seconds of video before any motion is detected. This feature shall be user adjustable.
31. The digital recorder shall have 16 sensor inputs capable of triggering alarm events or initiating recording. The operator shall be able to set each sensor input as normally open or normally closed.
32. The digital recorder shall provide a transaction log of all sensor inputs when requested by the System Administrator
33. The digital recorder shall provide a transaction log record of all administrator and user performed functions such as user log-on and log-off times.
34. The digital recorder shall provide a transaction log of any video loss input
35. The digital recorder shall provide a transaction log of all user activities including log-ons, log offs, programming changes, system use, and access rights.
36. The digital recorder shall be capable of automatically adjusting its recording rates and recording resolutions upon the activation of sensor input
37. The digital recorder shall provide 16 dry contact alarm outputs to activate external devices.
38. The system shall have an equivalent number of looping video outputs to the number of video inputs available. These looping outputs shall also have 75 Ohm termination available.

39. The digital recorder shall provide a schedule from which the operator may choose whether the system will record based upon motion detection or continuously seven days a week.
40. The digital video recorder 4U chassis shall have an integrated BNC connector back plate with 32 total video connectors for camera video. They shall consist of 16 BNC connector inputs and 16 corresponding BNC connector outputs for looping video to a GUI. Dongle or "octopus" cables are not acceptable.
41. The digital video recorder shall have four (4) software configurable, independent composite video outputs.
42. The digital video recorder chassis shall incorporate a heat dissipative design, including ample fan and air flow to ensure constant effective cooling
43. The operator/user interface shall be accessed and controlled by a mouse and a standard Windows keyboard providing for a standard Windows style point and click environment.
44. The digital video recorder shall have a minimum of 1 RJ-45 connector for a network connection.
45. The digital video recorder shall provide the capability to support one additional network interface card and IP addresses.
46. The digital video recorder shall include an internal EIA-422 and EIA-232 connection from which the operator will interface for the purposes of PTZ camera control. The operator shall have the ability to control the PTZ functions while connected to the digital recorder remotely.
47. The operator shall have the ability to control each type / brand of PTZ camera with a single digital recorder though the cameras utilize different protocols.
48. The digital video recorder shall provide a LAN/WAN connection. Required software or hardware shall be provided for operating the digital recorder over the network.
49. A remote operator shall be able to back up video to the local hard drive in either AVI or JPEG format
50. The system shall include the required software and licenses for at least five (5) simultaneous users to facilitate real time remote observation over the network.
51. The digital video recorder shall utilize M-JPEG compression technology.
52. The digital recorder shall provide integral and continuous digital watermarking to insure image authenticity.
53. The digital video recorder shall include a standard DVD burning drive to which the operator may backup video in its proprietary format or in AVI format.
54. The digital video recorder shall be capable of long-term video archival of at least 31 days to DVD format. The operator shall be able to backup video to any network attached storage device in its proprietary format, JPG format, or AVI format.
55. The digital video recorder shall be capable of recording directly to any network attached storage device.
56. The digital video recorder shall include an object or post-motion search. Using this feature the operator shall be able to search through previously recorded video for motion within a user-defined field.

57. The digital video recorder shall provide the capability to generate an adjustable "marker frame" of video to ensure continuity and consistency in a video event timeline. This marker frame shall not exceed 10 minutes
58. The system must restart, reboot, and return to the recording mode in the event of power loss and reset.
59. The system must interface and communicate with external uninterruptible power supplies (UPS) in the event of a power loss, failure, or spike. This communication includes system connectivity to the UPS to maintain service power or may provide service status by sounding an alarm or send out an email that a power failure has occurred.
60. The operator shall be capable of administering the systems by remotely making changes to all setup options excluding communications settings.
61. The main display screen shall provide for user customizable recorder identification when used in a multi-recorder environment
62. The digital video recorder shall include the necessary software for image authenticity verification of each image recorded.
63. The digital video recorder shall perform automatic, unattended and time scheduled backups of video data to any pre-designated storage device at intervals defined by the user.
64. The digital video recorder shall provide GUI control of multiple analog composite video outputs
65. The digital video recorder shall be capable of recording audio.
66. The digital video recorder shall be capable of recording 4 simultaneous and independent audio channels in synchronization with the video inputs.
67. The digital recorder shall be capable of flexible data addressing for communicating with PTZ cameras when used in a multiple DVR environment
68. The digital video recorder shall be able to play back video in a progressive frame display format isolating a single camera, if so desired, and allowing for viewing of up to 16 progressive time images simultaneously
69. The digital video recorder shall optionally overlay text data on any desired camera input from any desired network attached external data source
70. The digital video recorder shall include unlimited network licenses at no additional cost.
71. The contractor shall provide all remote clients, emergency agent, watermark viewer and backup view software at no additional cost.
72. The remote client software shall run on existing Windows XP workstations.
73. The digital video recorder shall provide an integrated web server for optional viewing of images through any web browser based on user permissions
74. The latest version recorder software shall be provided at the time of delivery at no additional cost.
75. The contractor shall provide all factory released product upgrades (software, chip, etc.) for a period of one year from installation at no cost to the State.
76. The contractor must schedule all work around facility operations.

In addition, the proposed equipment should be configured to comply with the following requirements:

77. The digital recorder should provide two 9-pin D-type connectors for COM 1 and COM 2 ports, two 6-pin mini-DIN connectors for a PS/2 mouse and keyboard, a 15-pin D-type port for a PC monitor connection, a 25-pin D-type port for a printer connection and a minimum of one Universal Serial Bus (USB) interface.
78. The digital video recorder should search for video based on any overlaid text information.
79. The digital video recorder should integrate with a Card Access Control System

3.3 EQUIPMENT GENERAL REQUIREMENTS

3.3.1 CAMERA SYSTEM COMPATIBILITY

The contractor shall ensure that its equipment is fully compatible with each of the three (3) operating camera systems. If there are any modifications or additional equipment (such as interface equipment) needed for camera system compatibility, the contractor shall provide at no additional cost all necessary equipment, labor and training.

The contractor shall ensure that its equipment is fully compatible with each of the three (3) operating camera systems. If there are any modifications or additional equipment (such as interface equipment) needed, the contractor shall provide all necessary equipment, labor and training to ensure camera system compatibility, at no additional cost

3.3.2 RECORDING SYSTEM

The recording system must be installed in accordance with manufacturer's specifications, local, State and federal laws.

3.3.3 CABLES AND ACCESSORIES

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

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.

3.3.4 AS-BUILT DRAWINGS / DIAGRAMS

Contractor must provide diagrams of all equipment locations and cable routing within the monitoring or head end room(s).

Prior to acceptance by the State, the contractor must supply "As Built Drawings" and "As Built Wiring Diagrams" upon completion of the project. Drawings must be provided to the State Contract Manager within thirty (30) days of completion of installation.

3.3.5 TRANSIENT VOLTAGE SURGE SUPPRESSION - LINE CONDITIONING

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

3.3.6 STANDARD AND CODES

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

All equipment must 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.

3.3.7 INSTALLATION/PROVISIONING

The contractor should provide the following services, if required by the State, on all new, additions and /or upgrades to each system to be installed.

1. Assign Project Manager
2. Attend project meetings
3. Perform site survey
4. Provide daily status report on work performed
5. Identify required networking facilities
6. Establish change control process
7. Ensure total system software is provided on system tape/flash card prior to implementation
8. Install system and associated products
9. Perform end to end test on all equipment
10. Establish in-service date
11. Establish user help desk for an agreed upon period of time
12. Cutover system
13. Resolution of user trouble reports
14. Perform final installation tests
15. Remove old equipment
16. Post installation/upgrade critique meeting
17. Review level of satisfaction with services provided
18. Provide contact and escalation list to using agency

All installation/upgrade plans must have prior approval from DMHS before implementation.

3.3.8 WARRANTY

All equipment and software must operate in accordance with the manufacturer's standard specifications and documentation with a warranty for a minimum period of three (3) years to begin after acceptance or sixty (60) days after delivery, whichever is earlier. A copy of this warranty and or guarantee must accompany the equipment and systems when delivered, or if required, when installed. Acceptance is when the equipment is installed either by the Using Agency or 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 Using Agency. 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 must supply a replacement or loaner component which is functionally equivalent at no charge to maintain the system while warranty repairs are being completed.
3. Equipment shall have bi-annual preventive maintenance performed during the first year. Preventive maintenance shall be performed six months after initial installation, and again 11.5 months after initial installation.
4. Warranty service shall cover twenty-four (24) hour a day, seven (7) day a week.
5. Response time for system failures during the warranty period must be within eight (8) hours of notification. If failure materially affects the functionality of the system or equipment, the contractor shall provide loaner equipment of equal operation to maintain the system until the affected equipment is repaired or replaced.
6. All manufacturers' warranties must be made out to the DMHS and delivered to the Project Manager.

3.3.9 SPECIAL WARRANTY PROVISIONS

The State reserves the right, during the warranty period, to install additional equipment or to expand on the systems using firm(s) other than the contractor. This provision will not affect the contractor's responsibilities under the original warranty provided the expansion and or addition is done by a firm which is an authorized dealer or agent for the equipment or system being added to or expanded. The contractor will be notified in advance of the addition or expansion, and it may, at no cost to the State of New Jersey, send a representative to view said expansion or addition. Since the contractor is not required to be present, the State will not re-schedule if the contractor is unable to attend.

All purchased system parts shall be available for a period of five (5) years after installation. Parts availability plan shall be provided upon request of Using Agency

3.4 TROUBLE REPORT / PROBLEM INTAKE

Contractor shall maintain a toll-free telephone number 24 hours a day, 7 days a week for "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.

3.5 MAINTENANCE FOLLOWING WARRANTY PERIOD (POST-WARRANTY MAINTENANCE)

3.5.1 MAINTENANCE PLANS

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

- All inclusive post-warranty maintenance price plans for year one (1)
- All inclusive post-warranty maintenance price plans for year two (2)
- All inclusive post-warranty maintenance price plans for two (2) full years
- Time and material (T&M) support.

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 3.3.8. The All Inclusive On-Site Post-warranty Maintenance Plans for Year One (1), Year Two (2) and two (2) full Years (See [Schedule A](#), [Schedule B](#), and [Schedule C](#), respectively) 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 three plans shall cover twenty-four (24) hour a day, seven (7) day a week.
2. The contractor must provide a toll-free single point of access to a problem reporting and remote maintenance center that is staffed twenty-four (24) hours a day, seven (7) days a week for all maintenance plans.
3. Contractor service personnel must be on site within 8 hours of request for service (8 hours response time).
4. The contractor must have sufficient personnel to respond to multiple maintenance problems at the same time.
5. The contractor shall be responsible for a post-warranty bi-annual preventive maintenance program to maintain the level of service proposed. DMHS shall approve the preventive maintenance program schedule and shall be notified seventy-two (72) hours prior to any proposed scheduled maintenance.
6. Miscellaneous maintenance material and parts must be available for same day replacement.
7. Plans must include all system maintenance software updates and upgrades for the length of the plan.
8. 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.
9. Material cannot exceed the quoted price of new material.

B. Time and Material (T&M) Support ([See Schedule D](#)):

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

Installation of additional DMHS 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

Material price shall not exceed the bid price of new material.

The contractor shall provide a signed invoice to DMHS.

3.6 TRAINING

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 DMHS before the expiration of the equipment warranty or during the post-warranty maintenance period chosen by DMHS. 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 E](#)

3.7 GENERAL REQUIREMENTS

3.7.1 CONTRACTOR PERSONNEL

All personnel must observe all regulations in effect at each psychiatric hospital. A copy of the rules and regulations concerning outside contractors will be supplied to the Contractor. 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.

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.

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

The technical personnel that install/upgrade the proposed system must be fully trained and certified by the manufacturer as qualified to install the proposed system.

3.7.2 REPLACEMENT PARTS

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 such 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 the Director. The Director 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 Director'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.

3.7.3 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 DMHS.
- c) The written submission requesting additions or substitutions must include a detailed description of the product and/or service 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 DMHS.

3.8 ORIGINAL EQUIPMENT AND MANUFACTURER (OEM) OR AUTHORIZED DEALER / DISTRIBUTOR

The contractor must be an OEM or a direct authorized dealer or distributor of the manufacturer of the products, which it proposes to furnish.

Original Equipment and Manufacturer Authorized Dealer /Distributor requirements should be addressed, as described in [Section 4.4.4.6](#)

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.

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/07x39322.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 **five (5) full, complete, and exact copies** of the original proposal.

In addition, the bidder must submit **three (3) 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 (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/07x39322.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/07x39322.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/07x39322.shtml>.

4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders shall complete the attached Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/07x39322.shtml> to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/07x39322.shtml>.

4.4.1.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/07x39322.shtml> must be completed and submitted with the bid proposal.

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 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x39322.shtml>.

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

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/07x39322.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/07x39322.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.

4.4.3 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/07x39322.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/07x39322.shtml>.

4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. The Services Source Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/07x39322.shtml>. Refer to section 7.1.2 of this RFP.

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:

Bidders must include Manufacturers specifications for any equipment proposed. Failure to do so will result in rejection of your bid.

For each type of equipment, the bidder must supply four (4) copies of all manufacturers' specifications, three (3) maintenance manuals and operational information to each Hospital.

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

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the bidder.

4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of contract award. of

Such mobilization and implementation plan should include the following elements:

(a) A detailed timetable for the mobilization and implementation period.

NOTE: The bidder should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization and implementation period.

The bidder should submit a plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the mobilization and implementation plan.

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. If a mandatory requirement permits the bidder an option as to a method of satisfying the requirement, the proposal must provide at least one (1) method to satisfy the condition but it may also provide additional options that meet the requirement. Each option should be clearly identified and priced. The proposal must clearly define the State's responsibility for implementation or operational task(s). Also, the bid proposal must address the following requirements:

The bidder must submit its compliance to the mandatory requirements of the RFP by providing the related Section and Page number(s) in its response using the format set forth in the State supplied compliance checklist in Bid Specific Form #1. Failure to submit all information required will result in the bid being considered non-responsive.

Section 3.2 Equipment Specified – Bidder shall provide its response to this section.

Section 3.3 Equipment General Requirements – Bidder shall provide its response to this section.

Section 3.4 Trouble Report / Problem Intake - Bidder shall provide its response to this section.

Section 3.5 Maintenance Following Warranty Period (Post-Warranty Maintenance) – Bidder shall provide its response to this section.

Section 3.6 Training – Bidder shall provide its response to this section.

Section 3.7 General Requirements - Bidder shall provide its response to this section.

Bidders should submit descriptive literature containing sufficient specifications for the State to ascertain if the offering meets the requirements of the RFP. Without this information the State may reject the bidder's proposal as non-responsive to the RFP requirements if such information is not provided within seven (7) business days of request.

Parts Availability (Section 3.3.1): The bidder shall make available all purchased system parts for a period of five (5) years after installation. The bidder shall provide its plan to make available all purchased system parts for a period of five (5) years regardless of the warranty or post-warranty option selected by DMHS.

Escalation (Section 3.4): The bidder should provide in its bid proposal an escalation list of names, locations and telephone numbers of service contacts to the DMHS Contract Manager. This list shall include contact names and telephone numbers available seven (7) days a week, twenty-four (24) hours a day.

Post-Warranty Maintenance Plans (Section 3.5): The bidder shall propose all-inclusive on-site post-warranty maintenance options as follows:

Year One (1) ([See Schedule A](#))

Year Two (2) ([See Schedule B](#))

Two (2) Years ([See Schedule C](#))

Time & Material (T&M) Option (Section 3.5): The bidder shall propose its T&M hourly labor rates ([See Schedule D](#)).

The bidder shall submit a typewritten price list on bidder's letterhead for miscellaneous supplies, hardware type items and interfaces that are required for the installation, repair and maintenance of the digital video recorders. Price lines have been provided on the Price Sheets for miscellaneous replacement / repair parts and for miscellaneous cabling/ installation parts.

Training (Section 3.6): The bidder should include with its proposal, resumes for those individuals who will conduct the training.

Original Equipment and Manufacturer (OEM) or Authorized Dealer/Distributor (Section 3.8):

The bidder shall be an OEM or a direct authorized dealer or distributor of the manufacturer of the products, which it proposes to furnish. An authorized distributor may sell the products to an authorized dealer. If the authorized dealer is using a product supplied by an authorized distributor of the manufacturer, the authorized dealer must include in its proposal a letter from the manufacturer that the authorized distributor may sell the manufacturer's products to the dealer for purposes of the State Contract.

The bidder must provide proof of contractor's status with its bid, or within seven (7) business days of request. Failure to provide the required certification may result in contract cancellation.

4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should 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.

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 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)

All bidders must complete the **Notice of Intent to Subcontract Form** whether or not 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** must also be submitted with the bid.

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/07x39322.shtml>. All-inclusive firm fixed cost per unit shall be entered on Price Line 00001. Price line 00002 has been provided on the Price Sheets for quantity discounts.

Miscellaneous supplies, hardware type items and interfaces that are required for the installation, repair and maintenance of the digital video recorders. The bidder may submit a typewritten price list on bidder's letterhead for these items only.

- Price line 00007 has been provided on the Price Sheets for Miscellaneous replacement / repair parts.
- Price line 00008 has been provided on the Price Sheets for Miscellaneous cabling/ installation parts.

Price Schedules are provided as follows:

- A. Year One (1) All-inclusive On-Site Post-Warranty Maintenance by Facility (Price line 00003)
- B. Year Two (2) All-inclusive On-Site Post-Warranty Maintenance by Facility (Price line 00004)
- C. Two (2) Years All-inclusive On-Site Post-Warranty Maintenance by Facility (Price line 00005)
- D. Time & Material Hourly Labor Rates (Price line 00006)
- E. Training (Price line 00009)

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 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/07x39322.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 05 09 06, 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 **two (2)** 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/07x39322.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 **forty-five (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 05 09 06 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

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey
Director, Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State St.
Trenton, New Jersey 08625-0230

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 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.

5.21 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x39322.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.

5.21.1 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.

5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 05 09 06

NJ Standard Terms and Conditions version 05 09 06 is located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/07x39322.shtml>.

5.22.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 05 09 06 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.

5.22.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 05 09 06, 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 200 % 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 05 09 06.

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

5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06 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.

5.23 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 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/07x39322.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.

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:

- A) The proposed DVR'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) The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D) The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.

- E) The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.
- F) 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/07x39322.shtml>.

6.3.1 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.

6.3.2 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/07x39322.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 05 09 06 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

07-X-39322 Video Camera Recorders, Digital Type Extended Warranty

Year One (1) All-Inclusive On-Site Post-Warranty Maintenance Extended Warranty by Facility

<u>Device</u>	<u>Facility</u>	<u>Cost</u>
_____	Hagedorn _____	\$ _____
_____	Ancora _____	\$ _____
_____	Trenton _____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

SCHEDULE B

07-X-39322 Video Camera Recorders, Digital Type Extended Warranty

Year Two (2) All-Inclusive On-Site Post-Warranty Maintenance Extended Warranty by Facility

<u>Device</u>	<u>Facility</u>	<u>Cost</u>
_____	<u>Hagedorn</u> _____	\$ _____
_____	<u>Ancora</u> _____	\$ _____
_____	<u>Trenton</u> _____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

SCHEDULE C

07-X-39322 Video Camera Recorders, Digital Type

Two (2) Years All-Inclusive On-Site Post-Warranty Maintenance
Extended Warranty: Facility

<u>Device</u>	<u>Facility</u>	<u>Cost</u>
_____	<u>Hagedorn</u> _____	\$ _____
_____	<u>Ancora</u> _____	\$ _____
_____	<u>Trenton</u> _____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

SCHEDULE D

07-X-39322 Video Camera Recorders, Digital Type

T&M Hourly Labor Rates (After the warranty period)

TIME

All Inclusive Hourly Labor Rates:

1. Straight Time: Monday to Friday, 8:00 am to 5:00 pm \$_____per hour
2. Over Time: Monday through Thursday,
5:01 pm to 7:59 am,
Friday - 5:01 p.m. to 12:00 a.m.
and all day Saturday \$_____per hour
4. Holiday Time and Sunday - Legal Holidays
as recognized by the State of New Jersey \$_____per hour
5. Technical Support services performed
after warranty expiration \$_____per hour

SCHEDULE E

07-X-39322 Video Camera Recorders, Digital Type

**Training Support
(After the warranty period)**

All-Inclusive Training Costs:

One Hour: _____

Full Day: _____

Half Day: _____



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

BRADLEY I. ABELOW
State Treasurer

June 8, 2007

To: All Interested Bidders

Re: RFP # 07-X-39322
Video Camera Recorders, Digital Type

Bid Due Date: **July 10, 2007** (2:00 p.m.)

Addendum # 1

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

This addendum includes additions, deletions, clarifications and modifications to the RFP.

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.

07-X-39322 Video Camera Recorders, Digital Type

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page(s)	RFP Section Reference	Additions, Deletions, Clarifications and Modifications to the RFP
1.	24	3.5.1 Maintenance Plans, B. Time & Material (T&M) Support	Delete the second paragraph: "Installation of additional DMHS provided surveillance equipment shall be at the appropriate Hourly Rate."
2.	25	3.9 Installation Cost	The following section is added: Section 3.9 INSTALLATION COST Contractor shall provide the all-inclusive installation cost for the initial installation project for each specific site (See Price Lines 00010 through 00015). Contractor shall provide Hourly Labor rates for all-inclusive installations subsequent to the initial project installation for each specific site (See Revised Schedule D).
3.	30	4.4.4.6 Technical Requirements	Add Bid Specific Form #1 to RFP, as noted in the second paragraph of referenced section. Bid Specific Form #1 is attached and made part of this RFP.
4.		4.4.6 Price Schedule	Add the following paragraphs at the end of referenced section: Price Lines 00010 through 00015 have been provided for the installation cost for the initial installation project for each specific site. - Price Lines 00010, 00012 and 00014 for the specified minimum quantity required for the initial installation project. - Price Lines 00011, 00013 and 00015 for the installation of additional units required for the initial installation project. Subsequent installations and post-warranty labor rates are to be provided on Revised Schedule D attached and made a part of this RFP.
5.		Price Sheet	The following clarification is made to Price Line # 00002 of referenced Price Sheet. Bidder to provide the Unit Price per DVR of each quantity range (i.e., 2-10, 11-40, etc.) listed under the column titled "Commodity-Service Description". The Bidder is instructed to leave the "Unit Price & Amount" columns for this Price Line #00002 blank. The Unit Price per DVR of each quantity range shall be noted next to each of the quantity ranges listed in the column titled "Commodity - Service Description".

6.		Price Sheet Addition 1	Price Sheet (Addition 1) is attached and made a part of this RFP. Price Line# 00010 through Price Line# 00015 is added.
7.			Add the Ancora Wiring diagram to the RFP (See attached diagram).

BID SPECIFIC FORM #1

07-X-39322 Video Camera Recorders, Digital Type

The bidder must submit its compliance to the mandatory requirements of the RFP by providing the related Section and Page number using the format set forth in this compliance checklist. Failure to submit all information required will result in the bid being considered non-responsive.

Mandatory Requirement: RFP Section	Compliance: Bidder's Response Section & Page Number(s)
<i>(Example - RFP Section: 1.0)</i>	<i>(Example - Section & Page Number(s): 1.0, 1-3)</i>
3.1	
3.2 (#'s 1-76)	
3.3.1	
3.3.2	
3.3.3	
3.3.4	
3.3.5	
3.3.6	
3.3.7	
3.3.8	
3.3.9	
3.4	
3.5.1	
3.6	
3.7.1	
3.7.2	
3.7.3	

REVISED SCHEDULE D

07-X-39322 Video Camera Recorders, Digital Type

All Inclusive Hourly Labor Rates for all three (3) sites for Post-Warranty Maintenance and additional installations subsequent to the initial installation project: (Price Line 06)

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 _____

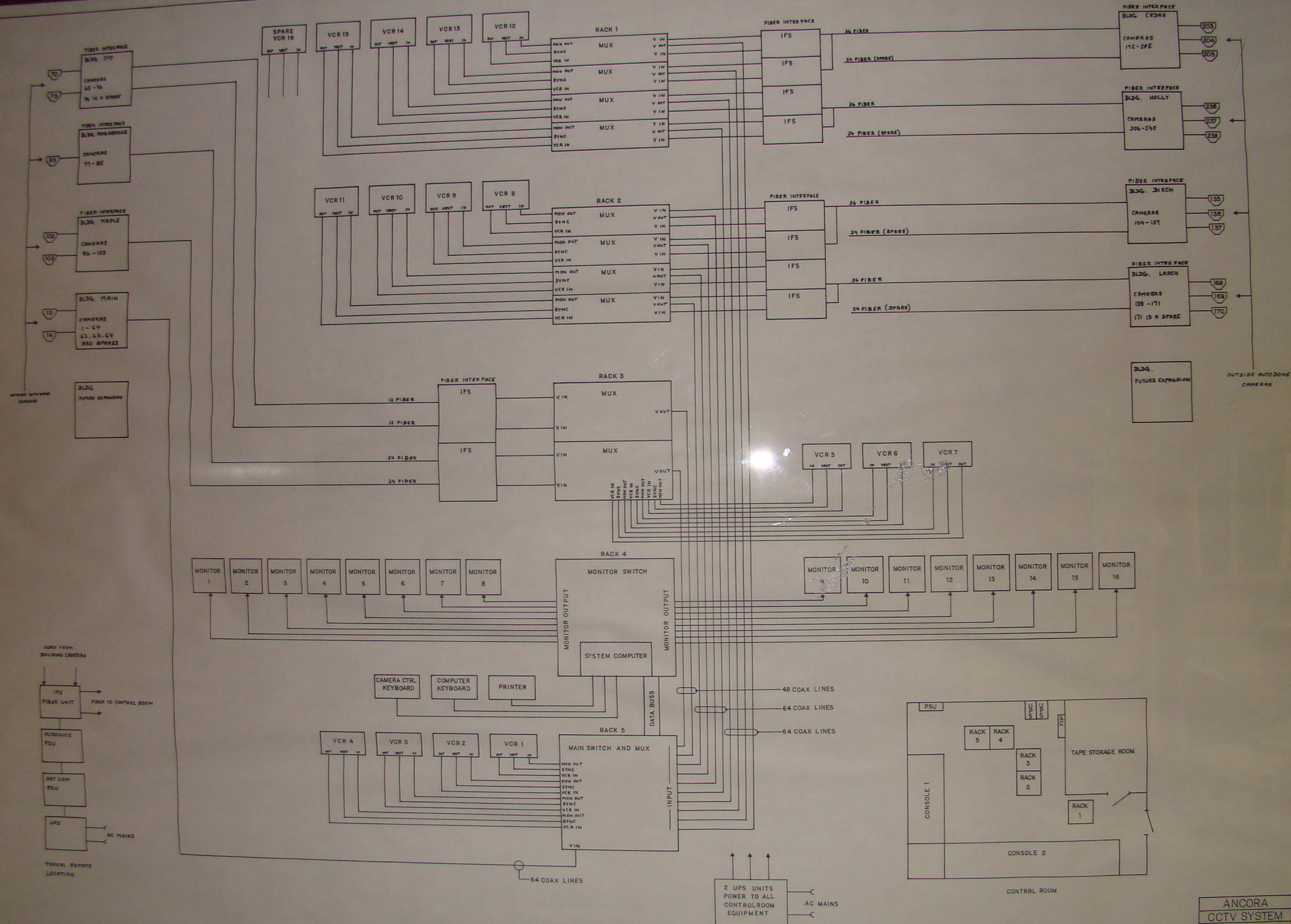
Price Sheet (Addition 1)

Term Contract – Advertised Bid Proposal

Dept of Treasury
 Purchase Bureau
 State of New Jersey
 33 West State St., 8th Fl
 Trenton NJ 08625-0230

Solicitation: 07-X-39322
Open Date: Tuesday July 10, 2007
T-Number: T2444
Bidder: _____

Line No	Commodity-Service Description	Quantity	Unit	Unit Price	Amount
00010	Commodity Code:840-67-071858 Video Camera Recorders, Digital Type ITEM DESCRIPTION: ALL-INCLUSIVE INSTALLATION COST – 17 DVR UNITS - ANCORA	17	EACH	_____	_____
00011	Commodity Code: 840-67-071859 Video Camera Recorders, Digital Type ITEM DESCRIPTION: ALL-INCLUSIVE INSTALLATION COST – PER ADDITIONAL DVR UNIT-ANCORA	1	EACH	_____	_____
00012	Commodity Code: 840-67-071860 Video Camera Recorders, Digital Type ITEM DESCRIPTION: ALL-INCLUSIVE INSTALLATION COST – 15 DVR UNITS-TRENTON	15	EACH	_____	_____
00013	Commodity Code: 840-67-071861 Video Camera Recorders, Digital Type ITEM DESCRIPTION: ALL-INCLUSIVE INSTALLATION COST – PER ADDITIONAL DVR UNIT-TRENTON	1	EACH	_____	_____
00014	Commodity Code: 840-67-071862 Video Camera Recorders, Digital Type ITEM DESCRIPTION: ALL-INCLUSIVE INSTALLATION COST – 10 DVR UNITS-HAGEDORN	10	EACH	_____	_____
00015	Commodity Code: 840-67-071863 Video Camera Recorders, Digital Type ITEM DESCRIPTION: ALL-INCLUSIVE INSTALLATION COST – PER ADDITIONAL DVR UNIT- HAGEDORN	1	EACH	_____	_____





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

BRADLEY I. ABELow
State Treasurer

June 26, 2007

To: All Interested Bidders

Re: RFP # 07-X-39322
Video Camera Recorders, Digital Type

Bid Due Date: **July 10, 2007** (2:00 p.m.)

Addendum # 2

The following constitutes Addendum #2 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions

Part 2: Additions, deletions, clarifications and modifications to the RFP.

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 Camera Recorders, Digital Type
Solicitation Number: 07-X-39322

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.	30	4.4.4.6 Technical Requirements	We would like to submit two (2) proposals, two (2) different manufacturers. Would we be allowed to submit such in one bid package?	Bidders may provide optional solutions in one bid package. Any optional solution must document that it can meet the technical requirements of this RFP. Each option should be clearly identified and priced. Each response in the proposal to a mandatory item in the RFP must contain clear language that states full compliance. Bidders must include a completed Bid Specific Form #1 (Revised) for each proposed solution. Bidders proposing multiple options must clearly identify each option on the forms. (
2.	15	3.2 Equipment Specified	The bid spec calls for a digital recorder with separate removal hard drives with one Terra Byte of storage. If all other specifications are met, would an "or equal" recorder be acceptable if the storage capacity was met or exceeded without the Raid 5 removal hard drives?	No. RFP requirements are as specified. The RAID 5 capability is mandatory.
3.		3.3.8 Warranty	In lieu of the manufacturer offering a three (3) year warranty, would the vendor be able to offer the second and third warranty year, at no additional cost to the State, instead? Some, manufactures only offer one (1) year warranty. As long	Section 3.3.8 Warranty states: All equipment and software must operate in accordance with the manufacturer's standard specifications and documentation with a warranty for a minimum period of three (3) years. The proposed warranty agreement

			as the equipment is covered for the three years, does it matter who the warranty is with?	will be between the State and the awarded vendor, not the manufacturer.
4.		Price sheet	With reference to All Inclusive on-site post warranty Maintenance Price Line Nos. 00003, 00004, and 00005: What are the exact quantities of DVRs being purchased for each site to be used to calculate maintenance cost?	The following quantities will be used to calculate the Unit Price for warranty maintenance for Price Line Nos. 00003, 00004, and 00005: Ancora: 17 DVRs Trenton: 15 DVRs Hagedorn: 10 DVRs The bidder's proposed Unit Price for Warranty Maintenance for Price Line Nos. 00003, 00004, and 00005: will be used for any subsequently installed DVRs.
5.	RFP Cover page:	Small Business Set Aside: Sub contracting only:	Please confirm if this is a mandatory requirement to subcontract a small business even if we have the ability to complete the job without subcontracting?	There is no mandatory requirement to subcontract to a small-business. It is a mandatory requirement of this RFP to include in the bid proposal a completed and signed Notice of Intent to Subcontract form (See Section 4.4.2.2). Bidders intending to utilize subcontractors must also include a completed and signed Subcontractor Utilization Plan form
6.	15	3.1 General	Are system drawings and details of existing setup required for an engineering review and a description of system control? In order to certify 100% compatibility: Is there an explanation of how the over all system is controlled by the end user or if there is remote access or not?	All bidders were given an unrestricted opportunity to review the equipment at the three (3) mandatory site visits. Bidders have the opportunity to research and obtain any additional information on this equipment directly from the manufacturers.
7.	20	3.2, item 79:	Are the details on which card access control system is being used - for example AMX, Crestron, etc., required to integrate the system with the DVRs?	No. Digital recorders are only required to have alarm inputs (dry contact) to respond to these systems.
8.	15	3.2. Equipment Specified (1-79) #3	3) In our opinion, there is no benefit in using 5.25" drives. Would the State consider changing this requirement to 3.5" drives?	No. Item #3 states: The digital recorder must provide space for a minimum of 4 standard, non-proprietary 5.25inch hard drives. All drives must be accessible from the front panel so that there is no

				need to remove the DVR Unit from the Rack for servicing. Bidder must comply with specifications as written.
9.	18	3.2. Equipment Specified (1-79) #40	40) Due to our DVR's high channel density of 96 channels per recorder, it is physically impossible to provide 192 BNC connectors on the back plate of the DVR. Would the State consider changing this requirement?	No. Item #40 states: The digital video recorder 4U chassis shall have an integrated BNC connector back plate with 32 total video connectors for camera video. They shall consist of 16 BNC connector inputs and 16 corresponding BNC connector outputs for looping video to a GUI. Dongle or "octopus" cables are not acceptable. Bidders must comply with specifications as written.
10.	18	3.2. Equipment Specified (1-79) #51	51) Why not use MPEG4? Would the State consider changing this requirement?	No. Item #51 states: The digital video recorder shall utilize M-JPEG compression technology. Bidders must comply with specifications as written.
11.	20	3.2. Equipment Specified (1-79) #77	77) Must our DVR use the COM, PS/2, and USB ports to control operations and functionality?	No. Item # 77 states: The digital recorder <u>should</u> provide two 9-pin D-type connectors for COM 1 and COM 2 ports, two 6-pin mini-DIN connectors for a PS/2 mouse and keyboard, a 15-pin D-type port for a PC monitor connection, a 25-pin D-type port for a printer connection and a minimum of one Universal Serial Bus (USB) interface.
12.	20	3.3.4, As- Built Drawings:	Are As-Built Drawings or diagrams of all equipment locations and cable routing within the monitoring or head end room(s) available? What details are required in the as-built drawings?	Section 3.3.4, As- Built Drawings states: Contractor must provide diagrams of all equipment locations and cable routing within the monitoring or head end room(s). As-Built Drawings of the existing equipment are not available and will not be provided. The successful Contractor is required to provide accurate As-Built Drawings as they pertain only to the equipment that the Contractor installed. The details required in the "As-

				Built Drawings” include how the digital equipment is connected to the State’s existing equipment which will be evident to the Contractor as he completes the work.
13.	21:	3.3.7 Installation/Provisioning	Please clarify if the listed 18 installation/provisioning service items are required by the state or not?	Section 2.1 – GENERAL DEFINITIONS: Should - Denotes that which is recommended, not mandatory.
14.		Monitors	A) Will the existing CRT monitors be replaced under this RFP? B) Are the existing MUX's to be removed?	No. As added in Part 2, #1 of this Addendum,

PART 2
Video Camera Recorders, Digital Type
Solicitation Number: 07-X-39322

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page(s)	RFP Section Reference	Additions, Deletions, Clarifications and Modifications to the RFP
1.	25	3.10	The following section is added: Section 3.10 MONITORING/COPYING STATION All DVRs shall be networked (within each site’s Camera Surveillance Room) by the contractor to a single monitoring / copying station (Station). The Station shall be networked as a part of the all-inclusive installation costs in Section 3.9. The Station shall be a computer able to view live and recorded images from any of the DVRs installed under this contract. Each site’s Station computer shall be able to search all stored images (31 day minimum history) and download and burn these images onto a DVD. Each of the installed DVRs shall also have a DVD burner unit that shall be capable of down loading and burning stored images from that particular unit should there be a technical failure with the Station computer. The contractor shall define the minimum requirements to design a computer to create a Station to be provided by the State. The Station computer equipment design shall include, at a minimum: recommended computer size/speed/memory; recommended software; recommended networking accessories; and recommended associated peripherals that permit the operation described above.

2.	30	4.4.4.6 Technical Requirement s	Delete Bid Specific Form #1 provided in Addendum #01 and replace it with Bid Specific Form #1 (Revised), as noted in the second paragraph of referenced section. Bid Specific Form #1 (Revised) is attached and made part of this RFP.
3.	30	4.4.4.6 Technical Requirement s	Add the following to the list of section requirements of referenced section: Section 3.8 ORIGINAL EQUIPMENT AND MANUFACTURER (OEM) OR AUTHORIZED DEALER / DISTRIBUTOR - Bidder shall provide its response to this section. Section 3.9 INSTALLATION COSTS - Bidder shall provide its response to this section. Section 3.10 MONITORING / COPYING STATION - Bidder shall provide its response to this section.

BID SPECIFIC FORM #1 (Revised)

07-X-39322 Video Camera Recorders, Digital Type

The bidder must submit its compliance to the mandatory requirements of the RFP by providing the related Section and Page number using the format set forth in this compliance checklist. Failure to submit all information required will result in the bid being considered non-responsive.

Mandatory Requirement: RFP Section	Compliance: Bidder's Response Section & Page Number(s)
<i>(Example - RFP Section: 1.0)</i>	<i>(Example - Section & Page Number(s): 1.0, 1-3)</i>
3.1	
3.2 (#'s 1-76)	
3.3.1	
3.3.2	
3.3.3	
3.3.4	
3.3.5	
3.3.6	
3.3.7	
3.3.8	
3.3.9	
3.4	
3.5.1	
3.6	
3.7.1	
3.7.2	
3.7.3	
3.8	
3.9	
3.10	



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JON S. CORZINE
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BRADLEY I. ABELow
State Treasurer

July 3, 2007

To: All Interested Bidders

Re: RFP # 07-X-39322
Video Camera Recorders, Digital Type

Bid Due Date: **July 10, 2007** (2:00 p.m.)

Addendum # 3

The following constitutes Addendum #3 to the above referenced solicitation.

Part 1: Additions, deletions, clarifications and modifications to the RFP.

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 Camera Recorders, Digital Type
Solicitation Number: 07-X-39322

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page(s)	RFP Section Reference	Additions, Deletions, Clarifications and Modifications to the RFP
1.	27	4.4.1.4 Notice of Intent to Subcontract Form	Delete this section
2.	27	4.4.1.5 Subcontract or Utilization Form	Delete this section
3.	28	4.4.3.4 Notice of Intent to Subcontract Form	Add the following section: 4.4.3.4 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/07x39322.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/07x39322.shtml.
4.	28	4.4.3.5 Subcontract or Utilization Form	Add the following section: 4.4.1.5 SUBCONTRACTOR UTILIZATION FORM If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form http://www.state.nj.us/treasury/purchase/bid/summary/07x39322.shtml must be completed before contract award and should be submitted with the bid proposal.
5.	33	4.4.5.8 Subcontractor(s)	Delete the first paragraph and add the following: 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.
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