



Request for Proposal 06-X-38479

For: Audio Equipment: Courtroom Digital Recording System

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	05/16/06	5:00 PM
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)	05/17/06	10:00 AM
Mandatory Site Visit (Refer to RFP Section 1.3.3 for more information.)	N/A	N/A
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	06/06/06	2:00 PM

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

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

RFP Issued By

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

Using Agency

State of New Jersey
Administrative Office of the Courts
Justice Complex
Trenton, New Jersey 08625

Date: May 3, 2006

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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 (Division), Department of the Treasury on behalf of the New Jersey Administrative Office of the Courts (AOC). The purpose of this RFP is to solicit bid proposals for the purchase and installation of Digital Audio Court Recording Systems, with centralized storage of the court record, at 400 or more courts within the State of New Jersey over a period of four (4) years.

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.

The NJ Standard Terms and Conditions 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

In the New Jersey Courts, three (3) modalities are used for making the verbatim court record: traditional stenographic reporters, video recording, and audio recording. Of these modalities, audio has the largest installed base. The current audio recording system produces a four track analog recording made locally in each courtroom. At the conclusion of each court day, the recording operator delivers the recorded audio cassettes to the tape library for storage. This RFP will fundamentally change the way the courts record and store audio records.

The Court currently uses analog 4-channel tape recorders, either Sony BM-246 or the Lanier Advocate IV.

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.shtml>

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.

1.3.3 MANDATORY EBID PRE-BID CONFERENCE

The State of New Jersey, Department of the Treasury, Division of Purchase and Property, Purchase Bureau is pleased to announce the division's electronic procurement modernization process. This RFP will allow bidders the opportunity to submit their bid proposal electronically.

Electronic bid submittal is optional but highly recommended. Therefore, even if a bidder decides to participate in the program by submitting a bid electronically, the bidder is also required to submit the sealed bids as described in Section 4.3 and 4.4.

PLEASE READ THE IMPORTANT INFORMATION BELOW REGARDING THE eBID PROCESS AND THE REQUIREMENTS FOR THE MANDATORY PRE-BID CONFERENCE.

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

DATE: May 17, 2006
TIME: 10:00 AM
Department of the Treasury-Division of Purchase and Property
33 West State Street-9th Floor Bid Room
Trenton, NJ 08625-0230

Directions to the Purchase Bureau can be found on the following website:
<http://www.state.nj.us/treasury/purchase/directions.shtml>

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.

1.4 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.](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. 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.**

All bid proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 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.

1.4.6 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, safety equipment, materials, supplies, 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 – The entity for which the Division has issued this RFP and for which the Director will enter into a contract with the contractor.

2.2 CONTRACT SPECIFIC DEFINITIONS

Not applicable to this procurement.

3.0 SCOPE OF WORK

In courthouses where centralized storage is not practicable, the digital recording system must be capable of recording as a stand-alone system with the ability to eventually link to a central server without additional software added to the stand-alone system.

3.1 GENERAL PERFORMANCE

The system shall record and store audio to the same level of quality or higher than the current analog tape, which is Sony BM-246 or Lanier Advocate IV. Through use of the digital recording software, the record recorded in the courtroom, chambers, or other facility must be saved to central servers (primary and backup) located in an area designated by the vicinage IT Manager. The contractor shall provide cabling from each recording device to the primary and backup server(s) and from the server to the network backbone as determined in consultation with local IT staff. This will allow judges and court staff access to recorded material. In addition to cabling, the contractor shall supply switches, as needed, to complete the installation.

Each digital system shall utilize a court-provided PC in the courtroom, chambers, or other facility.

The digital recording software shall permit judges and/or recording operators to make independent annotations on their PC during the recording.

The system shall utilize media that can be upgradeable to future technologies with low associated costs.

The digital recording system shall record audio and the clerk's annotation to the primary and backup servers.

The system shall have several levels of security that provide a method for authentication of users and administration of user's rights beyond what Microsoft Windows provides.

The system shall have open standards to support networks, internet, and case management systems with flexibility to meet future needs of the Court.

The system shall have an integrated ODBC compliant relational database and utilize SQL as a means to access and store information of current and archived audio/video and annotations.

The system shall have the ability to add a video component to the recording, e.g., remote arraignments, use of multiple video cameras, and/or video needs that may arise in the future.

The system shall have a minimum capacity to record up to eight (8) different microphones in the courtroom to four (4) channels of audio, with at least two (2) microphones per channel.

The system shall play back live or previously stored audio through the courtroom sound system or multimedia speakers while simultaneously recording and logging live proceedings.

The recording system shall be compatible with Windows 2003 servers and Windows XP for operating systems on all courtroom, chambers and transcript office PC's.

The software shall permit application administrators, from anywhere on the network, to monitor recording status of any courtroom on the network.

Each server shall have an active archive and use double sided DVD media or better as a means for long-term storage. The archiving process shall be automatic without the need for operator intervention while simultaneously recording to the servers. For example, when the DVD reaches

capacity, the server will eject the DVD or indicate that it is at capacity. When a new DVD is inserted into the server, it will perform an auto catch-up of stored data not yet archived to the DVD.

3.2 SOFTWARE FUNCTION

The software interface utilized by the recording operator shall resemble that of a control panel on an analog recorder with the same functionality to include, but not be limited to, start, stop, search, and play functions.

The contractor's software must permit use on either a laptop PC for a stand-alone application or on a desktop PC connected to the storage server.

In a stand-alone application, the software shall provide visual indication of the amount of time left for recording on the allocated local hard drive.

In conjunction with the Judiciary's LAN team, the contractor shall install the primary and backup recording servers and related hardware for recording systems in the area designated by the Court. These recording servers shall simultaneously record all connected installations.

The software shall run on a PC provided by the Judiciary. Attachment 1 details the PC configurations. The software shall not compromise other Court applications on the PC while recording is taking place.

In the event the courts elect to install one or more systems as stand-alone PC systems not connected to the central server for audio storage, the record must be recorded to the stand-alone PC's hard drive and burn the recording to a CD at approximately 15 second intervals. The compression of recording must permit, at a minimum, 6.5 hours of 4-channel recording to fit on a single CD-Rom.

The database storage system shall allow for retrieval of data from servers through a simplified file search procedure.

3.3 ANNOTATION SOFTWARE

The annotation software shall:

- A. Allow for easy, real-time tagging of sidebar conferences as they begin and end, for inclusion or exclusion as needed for reproduction/duplication of the particular proceeding.
- B. Have the capability to modify entered information and input additional data after the recording and logging has taken place.
- C. Permit at least two (2) users to annotate simultaneously.
- D. Allow judges to keep log notes private from others on the system.
- E. Define and use case specific and session hot keys. For example, the operator shall have the ability to preset keys for speakers and actions which are unique to each case.
- F. Minimize the number of key strokes used for logging.
- G. Allow users to instantly select from a customizable display (preset pick lists) to identify judges, attorneys, witnesses, and other participants.

- H. Provide the capability for users to customize speaker and event labels to reflect specific court proceedings.
- I. Include security controls to limit or grant access to all or some annotations and audio files through user rights.
- J. Mark in real-time an entire case, portion of a case, or side bar conference as sealed during or after the proceeding; thereby restricting access to marked sections as required by the Court.

3.4 SERVER REQUIREMENTS

The contractor shall supply rack mountable servers with the following minimum specifications:

1. Dual XEON 3.0 processors or functional equivalent
2. 1 GB DDR2 Memory
3. RAID 5 Controller
4. (6) 250GB SATA HDD
5. Redundant Power Supply
6. DVD-RAM drive
7. Windows 2003 Server
8. Windows SQL 2000 Server
9. Monitor
10. Keyboard
11. Mouse

The contractor shall identify space requirements needed to install servers in the Judiciary's server rack.

The Judiciary may decide to upgrade the server operating system software and/or hardware during the contract period. If so, the Judiciary shall provide written notification to the contractor at least 45 working days prior to the desired implementation date. The written notification shall include a description of the upgrade, the requirements and the scope of work. The contractor shall provide a written proposal including a written price schedule within ten (10) business days from receipt of the Judiciary notification to upgrade. Upgrades shall not be performed without written approval from the State Contract Manager and the Director.

3.5 MONITORING

The system shall provide audio confidence monitoring of the recording through a headset.

The contractor shall provide a headset for each recording system. Headsets shall be comparable to the Sony MDR-U10M headsets that are currently being utilized.

Microphone levels and "in record" indicators shall be visible when the recording application is minimized.

The system shall provide visual indication that the audio is being stored on the servers.

3.6 PLAYBACK

Audio playback must be available via the logging software and shall be retrieved by a keyword search of the log from any computer on the Court's network with appropriate rights to access.

Audio playback shall be retrievable by logged time.

During playback, either in the courtroom or from any other PC, the listener shall be able to isolate recording channels individually or listen to a mixed combination of the channels.

The software shall create and name audio files in such a way that users can select specific audio using location, date, time, and/or other identifiers.

The software shall permit users to change the volume and speed of playback on all or selected channels.

The software shall allow for audio and/or video files along with annotations to be retrieved over the LAN/WAN for review.

3.7 DUPLICATING

The system shall convert audio files to an open standard “.wav” or “.mp3” format as well as conversion to other formats for playback without the use of proprietary software, e.g., a Sony walkman or a car CD player.

The software shall allow multiple users to simultaneously save audio sessions, or portions of audio sessions, from the central server to a portable media such as a CD or in a file format that can be sent over the Internet. Users shall be able to perform these functions from an office PC or a courtroom PC, provided they have been given appropriate rights to access.

3.8 RETRIEVING AUDIO

The system shall allow simultaneous access to stored audio files by Court personnel. Access to these files will be based on permissions granted by the administration based on security and right to know.

Authorized users shall have full access to archived audio files, regardless of whether the audio files are online or have been archived to DVD or other media.

Security administrator of the system shall disseminate audio files to users in a “read only” capacity.

3.9 BACK-UP FUNCTIONS

The system shall be installed in such a manner that should a system failure of the recorder or mixer occur, a 4-channel analog tape deck can quickly and easily be used in an emergency.

The primary server shall record digitized 4-channel audio from all courtrooms, chambers, and other facilities.

The back-up recording component shall be fully redundant, recording a mixed feed to conserve storage space, and operate independently of the primary server. The back-up server shall have a separate DVD RAM archive or other high capacity media, as well as a separate ODBC compliant database management system running SQL software.

The back-up server shall record a mixed feed, from all locations during the court day, as determined by the Court, regardless of any proceeding taking place.

The recording system shall archive all proceedings on primary and backup systems, independent DVD RAM drives, or other high capacity media as determined by the contractor.

The system shall have redundant independent recording servers with no single point of failure.

3.10 ACCESSORIES

The system shall include and connect to an outboard digital clock that matches the time of the digital recording. The digital clock shall be an external device viewable to the parties in the courtroom.

3.11 TRANSCRIPTION

Transcription software shall be free of password restrictions for users once installed on PC's.

The software shall provide CD copies for transcription with reader software imbedded onto the CD, if necessary. The embedding of the "reader" software must be automatic with no additional charge for use of the software. The software must allow the transcriber or listener to go directly from an annotation to the linked audio without having to associate the annotations with the time stamp.

The transcription component shall allow transcribers to select microphones, adjust volume, and change playback speed through keystroke functions that do not impact or alter the functionality of any predefined word processing software keystrokes. The software must allow the transcriber to "cut" recorded file segments of a court proceeding into smaller segments for distribution to typists without additional software. The cut files must maintain the recording operator's annotations linked to the recordings.

3.12 OPERATION MANUALS AND SYSTEM DOCUMENTATION

At each location of installation, the contractor shall supply documentation of all installed components, including but not limited to, documentation of all hardware, components, sound cards, mixers, file servers, stand-alone recording system(s), DVD burners, and operation manuals to facilitate courtroom operation of recording and logging equipment. (See Attachment 2 for a list of the Courts).

The contractor shall supply, at a minimum, one (1) set of manuals per courtroom.

The contractor shall supply, at a minimum, two (2) sets of manuals for each copy of all database or other general software used for the server at each Court installation site.

The contractor shall supply a user guide to be made available for each user of playback software.

The contractor shall supply a user guide for all copies of logging software purchased, unless included in the documentation used for the courtroom system.

The contractor shall permit the Court to copy any manual or documentation provided without any copyright restrictions.

3.13 TRAINING REQUIREMENTS

If the contractor utilizes specialized equipment in addition to the servers noted in Section 3.4, the contractor shall provide training for the proposed equipment.

The contractor shall provide training for the proposed hardware and software. Scheduling of courses for the training will be subject to mutual agreement between the contractor and the AOC. All instructors shall be experienced in the operation of the installed systems. Training shall be oriented to cover server hardware configuration, troubleshooting software functionality, and maintenance and use of the installed application. All manuals, materials, and course outlines necessary for the specified training shall be provided by the contractor.

The contractor shall provide operator training to accommodate a class size of up to nine (9) individuals per class. For each installation, in either a courtroom or hearing room, training shall be provided for three (3) staff members, one (1) primary operator and two (2) back-up operators. The number of training sessions is determined by multiplying the number of courtroom or hearing room installations by three (3) and dividing by nine (maximum number of students per session). Training shall take place where the equipment is installed.

The contractor shall provide two (2) Information Technology staff training sessions at each installment location.

3.14 INSTALLATION

The contractor shall provide all necessary racks and any associated equipment necessary for installation of the digital recording system, including but not limited to, switches installed in the court facility outside of the IT server area. All switches shall be Cisco WS-C2950G-25 or its functional equivalent.

The Court will supply microphones and cables with XLR connectors. The contractor shall provide phantom power for microphones.

The contractor shall install all hardware and software including complete testing of the system in conjunction with Judiciary IT staff.

The contractor shall install and configure its digital audio recording systems in each courtroom.

The contractor shall assist Court IT staff to resolve any incompatibility between the contractor's software and the Judiciary operational software, e.g., mainframe applications, word processing, and forms programs.

The contractor, in conjunction with Judiciary IT staff, shall install all equipment neatly and in accordance with prevailing codes and regulations. The contractor shall clearly and logically mark all switches, cables, jacks, receptacles, cable terminations, etc., at junction and termination points.

The contractor shall install all necessary audio/video cabling from the clerk's station in the courtroom to the local courtroom wire closet. From the closet, the contractor shall be responsible for cabling to the server location in consultation with local IT staff. The cabling shall be in accordance with prevailing building specifications and codes. Based on the application, the contractor may utilize the existing courtroom/courthouse network or will be required to run fiber from the closet to the servers. The contractor shall use CAT 5E or its functional equivalent. However, should the wire runs exceed 330 feet from the courtroom to the servers, the contractor shall use two (2) strand multimode fiber terminating with SC connects. This will be determined by the Judiciary IT staff at the time of installation.

The contractor shall test and certify all cabling from the courtrooms, hearing rooms, and chambers to the server location.

The contractor shall supply all necessary switches or additional modules to existing equipment.

The contractor shall begin system installation within sixty (60) days from receipt of the State purchase order.

System installation shall take place Monday through Sunday, provided that the day(s) of the week and hour(s) of the day for system installation do not conflict with the courtroom's schedule of events and that there is no conflict with any building management regulation(s) regarding that particular site. The contractor shall coordinate with the State Contract Manager to schedule system installations.

The contractor is cautioned that all days and hours of operation for system installation will be controlled by the State. It is the State's intent to avail the contractor as much flexibility as is logistically possible to facilitate the completion of the system installation in the most timely and efficient manner as possible.

The contractor shall be responsible for delivery and physical installation of the system. The contractor shall electronically connect and bring the system to full operational status. The contractor is not responsible for supplying electrical service. The contractor shall supply all required cabling. Cabling must be concealed so as to not detract from the decorum of the Court and must be installed in such a way as to not create a safety hazard.

Installation of equipment shall not exceed ten (10) days from delivery.

The contractor shall present the State Contract Manager with a documented, time phase installation plan. The State Contract Manager, in turn, will obtain approval from each Court and the Office of Reporting Services.

3.15 SYSTEM ACCEPTANCE

Final acceptance of each courtroom system shall be based upon the timely installation and operation of each courtroom system (i.e., 10 days from delivery to the designated location) and completion of a satisfactory acceptance period. This acceptance period, for each courtroom system installation [a period of thirty (30) consecutive calendar days] shall commence initially on the first calendar day after the contractor certifies that each system, as proposed, is installed and ready for use. If at the expiration of the 30 day acceptance period any courtroom system does not meet the criteria of this RFP, then the contractor has an additional 60 days to successfully fulfill the criteria of this RFP. If, at the end of the 60-day period, any courtroom system has failed to meet the criteria of this RFP, the contractor shall replace the courtroom system at no charge to the State. At this point, a new system acceptance period shall begin.

The contractor shall not be paid for unsatisfactory performance during the system acceptance period. This acceptance period applies to all types and pieces of equipment.

The Court will conduct an acceptance test to verify functionality of the system.

The 30 consecutive calendar day acceptance period shall be completed before the State will officially accept the work and provide payment for each courtroom installation. The system shall be activated as soon as possible to ensure prompt start of the 30 consecutive calendar day acceptance period. A one (1) year warranty period shall commence upon completion of the 30 day acceptance period. The State should not be billed for maintenance until after the one (1) year warranty period expires.

3.16 WARRANTY AND MAINTENANCE

The products specified in this RFP shall be covered under a minimum warranty period of one (1) year upon final acceptance. The warranty shall include parts and labor, repair of any hardware, correction of software errors, software updates, as well as any other associated costs, such as travel.

Hardware and software trouble calls shall be acknowledged and resolved by the contractor within two (2) business hours of the time of the call either via telephone contact, WEBEX, and/or a Virtual Private Network (VPN).

If the problem cannot be resolved as noted above, the contractor shall establish a plan for resolution which shall be communicated to personnel within four (4) business hours of the initial trouble call.

The contractor shall maintain a toll-free support line available Monday through Friday (excluding State holidays) from 7:00 a.m. to 7:00 p.m. ET. The State holidays are:

- New Year's Day (1/2/06)
- Martin Luther King Jr. Birthday (1/16/06)
- Lincoln's Birthday (2/13/06)
- Washington's Birthday (2/20/06)
- Good Friday (4/14/06)
- Memorial Day (5/29/06)
- Independence Day (7/4/06)
- Labor Day (9/4/06)
- Columbus Day (10/9/06)
- Election Day (11/7/06)
- Veteran's Day (11/10/06)
- Thanksgiving Day (11/23/06)
- Christmas Day (12/25/06)

The contractor shall install a server, in accordance with Section 3.4, in the Trenton IT lab for Judiciary staff to test the contractor's software application for possible conflicts with Judiciary software applications prior to the courthouse installations. The equipment will be accepted for installation upon successful completion of the testing.

Following the warranty period, maintenance shall be provided for years two (2) through four (4) and include all software and hardware upgrades. The annual maintenance shall be inclusive of all parts, labor, shipping charges, direct and indirect expenses.

All maintenance services shall be performed on-site and within 24-hours of the request for maintenance services. The system cannot be inoperable for more than 24 hours. It is incumbent upon the contractor to deliver and install the necessary system equipment (hardware and/or software) within that 24 hour period in order to render the system completely operable.

All equipment and operating and support software shall be maintained by the contractor. Maintenance and warranty service must be available Monday through Sunday (excluding State holidays) from 7:00 a.m. to 7:00 p.m. ET provided that there are no conflicts with the courthouse schedule of events or building management regulation(s) limiting access on off-hours.

While the contractor may subcontract the maintenance and/or warranty work, all work remains the responsibility of the contractor. As such, the contractor shall be the sole point of contact for all aspects of maintenance and/or warranty service.

The contractor shall provide the State with the name, address, and phone number of the authorized service facility to be contacted if repairs are needed.

3.17 SHIPPING AND DELIVERY

All prices shall be F.O.B. destination.

Packaging for shipments shall adequately protect the products specified in this RFP.

All prices shall be quoted based upon inside spotted delivery. The contractor shall be responsible for inside spotted delivery, uncrating, assembly/installation and removal from the site of all packaging debris.

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/06x38479.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 **eight (8) full, complete, and exact copies** of the original proposal. In addition, the bidder must submit **two (2) full, complete, and exact ELECTRONIC copies** of the original proposal in PDF file format to be viewable by State evaluators using Adobe Acrobat Reader software on compact disk (CD). 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

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 at <http://www.state.nj.us/treasury/purchase/bid/summary/06x38479.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/06x38479.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/06x38479.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/06x38479.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/06x38479.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/06x38479.shtml>) must be completed and submitted with the bid proposal.

4.4.2 PROOF OF REGISTRATIONS 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 located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/06x38479.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 at <http://www.state.nj.us/treasury/purchase/bid/summary/06x38479.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 at <http://www.state.nj.us/treasury/purchase/bid/summary/06x38479.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 and Economic Growth 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 at <http://www.state.nj.us/treasury/purchase/bid/summary/06x38479.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract. The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/06x38479.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 (<http://www.state.nj.us/treasury/purchase/bid/summary/06x38479.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 must contain at least the following information:

The bidder must submit with its bid proposal a detailed solution to record to the PC's hard drive and burn the recording to a CD at approximately 15 second intervals.

The bidder must detail and demonstrate in its bid proposal its database storage system, which allows for retrieval of data from servers through a simplified file search procedure.

The bidder must submit its annotation procedure in its bid proposal.

The bidder must describe in its bid proposal the visual monitor application. The bidder must also specify the type of visual indicator(s) the clerk will see.

The bidder must specify its naming convention.

The bidder must provide details of its back-up system including back-up methodology and processes.

The bidder must detail the cost of transcription software and indicate if hardware (foot pedal) utilized by a transcriptionist is required. The bidder must also include specifications as to the speed of the PC and version of the operating software necessary for transcription.

The bidder must provide details of its transcript functionality.

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

Not applicable to this procurement.

4.4.4.5 POTENTIAL PROBLEMS

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

4.4.5 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 the services 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 must 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.

The bidder must submit a written document identifying where its proposed product is operational along with references of court administrators or judges who have experience with the product. References must be from courts where the installation includes centralized storage of four (4) or more courtrooms in one (1) physical building.

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, the State may deem the proposal non-responsive within seven (7) days of the request.

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)

- A. **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 and Economic Growth 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.

- B. **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.**

- C. 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.
- D. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- E. 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.
- F. 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 and the contract period.

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 located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/06x38479.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, 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 four (4) years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP at <http://www.state.nj.us/treasury/purchase/bid/summary/06x38479.shtml>. If delays in the procurement process result in a change to 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 all or part of two (2) one-year periods, by the mutual written consent of the contractor and the Director.

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 90 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 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, located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/06x38479.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.

The contractor shall submit an invoice to the Judiciary along with supporting documentation substantiating that work has been satisfactorily completed. The invoice shall reference the task(s) detailed in the scope of work and shall be in strict accordance with the firm fixed price(s) submitted for each task. All invoices shall be approved by the State Contract Manager before payment will be authorized.

Payment shall be made only to the contractor. Payment will not be provided to the contractor for any courtroom system until each installed courtroom system is completely operational in accordance with the criteria of this RFP. The contractor shall have sole responsibility for all payments due any subcontractor.

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

NJ Standard Terms and Conditions are located on the Advertised Solicitation, Current Bid Opportunities webpage (<http://www.state.nj.us/treasury/purchase/bid/summary/06x38479.shtml>).

5.23.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions 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 uncopied 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, is deleted and replaced with the following:

2.2 Indemnification

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

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

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

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 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 \$5,000,000 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.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

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 consultants 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, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

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

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

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 EVALUATION CRITERIA

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

6.3.1 TECHNICAL EVALUATION CRITERIA

- A) The bidder's general approach and plans in meeting the 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.

6.3.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/06x38479.shtml>.

6.3.3 BID DISCREPANCIES

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

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

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

The Evaluation Committee will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

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, confirming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, correspondence with bidders related to any request for negotiation or BAFO, 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)

Not applicable to this procurement.

7.1.1.1 DEFINITIONS

Not applicable to this procurement.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

Not Applicable to this procurement.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

Not applicable to this procurement.

7.1.1.4 STATE TREASURER REVIEW

Not applicable to this procurement.

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 at <http://www.state.nj.us/treasury/purchase/bid/summary/06x38479.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 of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

Contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is 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 so to do.

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.

Attachment 1 – PC Configurations

Base unit		Optiplex GX620 ultra Small Form Factor, Celeron D 336/2.8GHz
Processor		256K. 633FSB Hyper threading
		NTFS File System, Factory Install
Memory		512 MB, Non-ECC, 533 MHz DDR2 2X256, Optiplex GX620 or GX520
Keyboard		Dell USB Keyboard, No- Hot Keys Optiplex
Monitor		Dell 17 inch Ultra sharp 1706FPV Flat Panel and all in one stand
Video Card		Optiplex SX280/GX620 Ultra small form factor
		Integrated Video card GMA950, Dell Optiplex
Hard Drive		80GB SATA 7200 RPM, Hard Drive with Data Burst Cache Dell
Floppy Drive		Optiplex GX620 or Gx520
		D-Module, 1.44MB Floppy Drive
OS		Windows XP Pro Service pk 2 with media, Dell Optiplex, English, Factory Install
Mouse		Dell USB 2-Button Optical Mouse with scroll, Dell Optiplex
TBU		RoHS Compliant Lead Free Chassis and Motherboard, Dell Optiplex
CO-ROM		24X CD-ROM EIDE. O-Module, Dell Optiplex GX620 Ultra small form factor
Sound card		Integrated AC97 Audio, Dell Optiplex
Speakers		Internal chassis speaker option. Dell Optiplex GX620 Ultra small form factor
Cable		DVI to VGA Video Adapter Cable Dell Optiplex GX620 Ultra small form factor Factory Tied
Documentation Diskette		Resource GO contains diagnostics and drivers for Dell Optiplex GX620/520 Systems
Factory Installed Software		Energy Star Labeling for Optiplex (if applicable)
Service		Type 3 Contract- Next Business Day Parts and Labor On-Site Response. 2yr extended 3yr Total Coverage
Dirline		GTS, Personal Systems, Technical support Letter
Dirline		Gold Technical Support Service Optiplex, 3yr
Installation		Standard On-Site Installation Declined
Misc.		Quick Reference Guide, Dell Optiplex GX620
		Mouse Pad
		CFI Routing SKU

Attachment 2
List of Courthouses

Atlantic

Civil Courthouse - AJ, Civil (4), Sp. Civil (1), Criminal (5), Family (5), Chancery (1)

Bergen

Justice Center - AJ, Civil (12), Sp. Civil (2), Criminal (6), Family (9), Chancery (2)

Burlington

County Courts Facility - AJ, Civil (4), Sp. Civil (1), Criminal (3), Family (7), Chancery (1)

Camden

Hall of Justice - AJ, Civil (7), Sp. Civil (1), Criminal (9), Family (8), Chancery (1)

Cape May

Courthouse - Civil/Sp. Civil (1), Criminal (2), Family (2)

Cumberland

Courthouse - AJ, Civil/Sp. Civil (1), Criminal (2), Family (4)

Essex

County Courts Bldg. - AJ, Civil (2), Criminal (18), Family (1), Central Judicial Processing Court (1)

Historic Courthouse - Civil (10)

Hall of Records - Civil (4)

Wilentz Justice Complex - Family (18), Chancery (3)

Gloucester

Courthouse - Civil (2), Chancery (1)

Justice Complex - Criminal (3)

Family Court Facility - Family (4)

Hudson

Administration Bldg. - AJ, Civil/Sp. Civil (4), Criminal (8), Family (11)

Brennan Courthouse. - Civil/Sp. Civil (6), Chancery (1)

Hunterdon

Justice Center - Civil (1), Sp. Civil (1), Criminal (1), Family (1)

Mercer

Courthouse - Criminal (6), Chancery (1)

Civil Courthouse - AJ, Civil (6), Sp. Civil (1), Family (8)

Middlesex

Courthouse - AJ, Civil (14), Sp. Civil (1), Criminal (7), Chancery (1)

Family Courthouse - Family (9)

Monmouth

Courthouse - AJ, Civil/Sp. Civil (10), Criminal (7), Family (9)

Hall of Records, 1 E. Main St. - Chancery (1)

Morris

Courthouse - AJ, Civil (5), Sp. Civil (1), Criminal (3), Family (6), Chancery (1)

Ocean

Courthouse - AJ, Civil (6), Family (4), Chancery (1)

Justice Complex - Criminal (4), Family (3)

Passaic

Courthouse - AJ, Criminal (8), Civil (2)

Old Courthouse - Civil (4), Sp. Civil (2)

Courthouse Annex - Chancery (1)

County Administration Building - Family (8)

Salem

Courthouse - Civil/Sp. Civil (1), Criminal (1)

Somerset

Courthouse - AJ, Civil/Sp. Civil (4), Criminal (2), Family (3), Chancery (1)

Sussex

Judicial Center - Civil (2), Criminal (2), Family (2)

Union

Courthouse - AJ, Civil (5), Criminal (4), Family (6), Chancery (1)

Courthouse Annex - Sp. Civil (1), Criminal (3), Family (3)

Warren

Courthouse - Sp. Civil (1), Criminal (1), Family (1)

Price Schedule
Audio Equipment: Courtroom Digital Recording System
06-X-38479

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
00001	Commodity Code: 840-14-061078 Courtroom Digital Recording System Firm Fixed Price for a Network Attached Digital Recording System	1 task	\$_____	\$_____
00002	Commodity Code: 840-14-061079 Courtroom Digital Recording System Firm Fixed Price for a Stand-Alone System	1 task	\$_____	\$_____
00003	Commodity Code: 840-14-061506 Courtroom Digital Recording System Firm Fixed Price for a Cisco WS-C2950G-25 Switch or its functional equivalent, if required	1 each	\$_____	\$_____
00004	Commodity Code: 840-14-061080 Courtroom Digital Recording System Firm Fixed Price for Cabling Courtroom Run CAT 5E or functional equivalent (clerk station to wire closet) 1 to 125 feet	1 each	\$_____	\$_____
00005	Commodity Code: 840-14-061507 Courtroom Digital Recording System Firm Fixed Price for Cabling Courtroom Run CAT 5E or functional equivalent (clerk station to wire closet) 126 to 330 feet	1 each	\$_____	\$_____
00006	Commodity Code: 840-14-061081 Courtroom Digital Recording System Firm Fixed Price for Cabling Court Closet to Server Run Up to 330 feet – CAT 5 Cable	1 each	\$_____	\$_____

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
00007	Commodity Code: 840-14-061082 Courtroom Digital Recording System Firm Fixed Price for Cabling Court Closest to Server Run Over 330 feet – 2 Strand Multimode Fiber	1 each	\$_____	\$_____
00008	Commodity Code: 840-14-061083 Courtroom Digital Recording System Firm Fixed Price for Installation of 2 to 4 systems per courthouse	1 each	\$_____	\$_____
00009	Commodity Code: 840-14-061084 Courtroom Digital Recording System Firm Fixed Price for Installation of 5 to 8 systems per courthouse	1 each	\$_____	\$_____
00010	Commodity Code: 840-14-061085 Courtroom Digital Recording System Firm Fixed Price for Installation of 9 or more systems per courthouse	1 each	\$_____	\$_____
00011	Commodity Code: 840-14-061086 Courtroom Digital Recording System Firm Fixed Price for Rack Mountable Servers in accordance with Section 3.4	1 each	\$_____	\$_____
00012	Commodity Code: 840-14-061087 Courtroom Digital Recording System Firm Fixed Price for Racks	1 each	\$_____	\$_____
00013	Commodity Code: 840-14-061088 Courtroom Digital Recording System Firm Fixed Price for Digital Clocks	1 each	\$_____	\$_____
00014	Commodity Code: 840-14-061089 Courtroom Digital Recording System Firm Fixed Price for Toll-Free Support Line	1 month	\$_____	\$_____

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
00015	Commodity Code: 840-14-061090 Courtroom Digital Recording System Firm Fixed Price for Maintenance (after expiration of one-year warranty) Year 2	1 year	\$_____	\$_____
00016	Commodity Code: 840-14-061092 Courtroom Digital Recording System Firm Fixed Price for Maintenance Year 3	1 year	\$_____	\$_____
00017	Commodity Code: 840-14-061093 Courtroom Digital Recording System Firm Fixed Price for Maintenance Year 4	1 year	\$_____	\$_____
00018	Commodity Code: 840-14-061094 Courtroom Digital Recording System Rate A - Firm Fixed Price for Cable Installation between the hours of 9:00 AM and 9:00 PM – Monday through Friday	1 Hour	\$_____	\$_____
00019	Commodity Code: 840-14-061509 Courtroom Digital Recording System Rate B - Firm Fixed Price for Cable Installation Outside the Hours of Rate A plus a Premium Factor	1 Hour	\$_____	\$_____
00020	Commodity Code: 840-14-061780 Courtroom Digital Recording System Firm Fixed Price for Installation of Network Attached Server	1 Task	\$_____	\$_____

**Advertised Bid Proposal
2006-X-38479
Addendum 01 – Revised Bid Opening Date**

Audio Equipment: Courtroom Digital Recording System

Advertised Bid

Proposal Number: 2006-X-38479

Advertised Bid

Proposal Issue Date: May 17, 2006

Bid Opening

Date/Time: June 6, 2006
2:00 PM

Set Aside Category: Small Business Sub-Contracting

Please be advised that the bid opening date has been changed from June 6, 2006 to June 13, 2006. Addendum 02 with questions and answers that were deferred from the Mandatory Bidder's Conference will follow.

**Advertised Bid Proposal
2006-X-38479
Addendum 02 – Revised Bid Opening Date**

Audio Equipment: Courtroom Digital Recording System

Advertised Bid

Proposal Number: 2006-X-38479

Advertised Bid

Proposal Issue Date: May 17, 2006

Bid Opening

Date/Time: June 20, 2006
2:00 PM

Set Aside Category: Small Business Sub-Contracting

Please be advised that the bid opening date has been changed from June 13, 2006 to June 20, 2006. The following questions were deferred by the State at the Mandatory Pre-Bid Conference.

Question #1: Will the Purchase Bureau consider extending the bid opening date for this RFP by four (4) weeks?

Answer: **The bid opening date has been extended two (2) weeks to June 20, 2006.**

Question #2: Does the State envision a master, centralized audio archive comprised of the records of all 400 State courts, or a centralized archive for each individual court?

Answer: **The bid requirements are to store the recorded data centrally in each vicinage.**

Question #3: Please clarify why electronic bid submittal is highly recommended if in fact the bidder is also required to submit sealed bids as described in Sections 4.3 and 4.4. There would appear to be no purpose in electronic submittal if in fact paper must still be submitted.

Answer: **The State is currently piloting an electronic procurement modernization process that permits bidders to submit bid proposals electronically. At the present time, the State encourages electronic bid submittal but requires the bidder to submit a sealed bid. Once the pilot is complete, the State may move forward and only require electronic bid submittals.**

Question #4: Please clarify if the location of the primary server is the same as the back-up server.

Answer: **Primary and back-up servers will be in the same location in the courthouse.**

Question #5: Please clarify where the actual recording is to take place, on servers or in the courtroom on a PC and then forwarded to network servers? The second paragraph of RFP Section 3.1 states that each digital system shall utilize a court-provided PC in the courtroom. Is this PC for operating client software or recording the audio files? It is stated in other sections of the RFP that the recording device is both a primary and back-up server so that would imply that the system is to be client/server with a primary and back-up server doing the actual recording. Please clarify.

Answer: **The bidder's logging software will reside on the PC in the courtroom. The bidder should define where the recording occurs.**

Question #6: RFP Section 3.1 states that the contractor shall provide cabling from each recording device to the primary and back-up server(s) and from the server to the network backbone as determined in consultation with local IT staff. Does this mean that the contractor must install new cabling, separate from any current network cabling? It is impossible to provide an accurate price without the State clearly defining that requirement as part of the RFP. It appears that the general performance specifications are specifying an independent network for the recording system including primary and back-up servers, independent cabling and general network infrastructure. Please clarify.

Answer: **In most locations the contractor must provide cabling. In cases where the courthouse has sufficient network capacity to carry the contractor's audio files, existing cabling will be utilized.**

Question #7: RFP Section 3.1 states that through use of the digital recording software, the record recorded in the courtroom, chambers, or other facility must be saved to central servers (primary and back-up) located in an area designated by the vicinage IT Manager. Vendors offer a centralized recording server that requires the need for a back-up server. However, each courtroom that is connected to the recording server is thereby subjected to a single point of failure. Should something happen to the recording server, all courtrooms will stop functioning. To combat this, a primary recorder and secondary recorder may be used in each room. All data is then archived to a central file server for permanent storage. Does this dual digital recorder solution for each room meet the court's requirements?

Answer: **Yes.**

Question #8: Please define what the State anticipates to be future media forms. Please specify which media is acceptable.

Answer: **Changes in media storage are routine as storage capacity improves with each new generation of media. The State is seeking a system that provides adaptability to utilize future media without complete retooling of the infrastructure and servers.**

Question #9: RFP Section 3.1 states that the system shall have several levels of security that provide a method for authentication of users and administration of user rights beyond what Microsoft Windows provides. Please define the following:

- a. Levels, i.e., standard, administrator, etc.
- b. Security requirements, i.e., no access, read-only, etc.

Answer: **Individual user profiles can be established using the contractor's software to determine access rights of system users. The basic level is zero rights to access data on the server.**

Level I - Ability to obtain files from courthouse server, listen to files, review logs without access to sealed proceeding or sealed portions of a proceeding.

Level II - Ability to access files from the courthouse server to listen to recordings and view clerks recording logs.

Level III - Ability to obtain files from the courthouse server to listen to recordings and view clerks logs and/or the user's private logs.

Level IV - Ability to record proceeding, log proceeding, and edit log. Access to files from local courthouse server to listen to recordings and view clerks recording logs.

Level V - Access to recordings and logs, including sealed records for review and duplication.

Level VI - Access to recordings and logs for review. Administrators shall have the ability to monitor live court sessions within their respective vicinage.

Level VII – State-level administrators shall have complete access to all stored recordings and logs with access to live recordings across the WAN.

Question #10: RFP Section 3.1 states that the system shall have an integrated ODBC compliant relational database and utilize SQL as a means to access and store information of current and archived audio/video and annotations. Relational database technology is only one of many possible technologies for storing and retrieving information. An internet search engine is an example of a non-database data retrieval system. Will alternative storage and retrieval technologies be considered by the State?

Answer: No.

Question #11: Please explain why the system design calls for the use of an ODBC compliant database.

Answer: **Open DataBase Connectivity (ODBC) is an industry standard and refers to the method of accessing data from any database management system. This makes an application “ODBC compliant” and more flexible for future application enhancements or migrations.**

Question #12: The RFP requires that the system have the ability to add a video component to the recording, e.g., remote arraignments. Does this mean that a video function such as remote arraignment or video conferencing is an integrated part of the digital recording system and user interface?

Answer: Yes.

Question #13: Please confirm whether the recording system must have the native capability to capture 4-channel audio plus video or be upgradeable to have the capability to capture 4-channel audio plus video.

Answer: **The system must have native capability to capture 4-channel audio plus video.**

Question #14: The RFP states that the software shall permit application administrators, from anywhere on the network, to monitor recording status of any courtroom on the network. Does this mean anywhere in the State as a unified system over a WAN?

Answer: **Local administrators shall have the ability to monitor their local courts. State administrators shall have the ability to monitor all courts if the Judiciary’s WAN can support the traffic.**

Question #15: Please clarify “simplified file search procedure” when describing the means for the retrieval of data.

Answer: **The user shall have the ability to search under a single term or event, e.g., by date, judge, courtroom, text on log, etc.**

Question #16: The RFP mentions other software applications. Please provide a list of the types of software applications and if there are requirements for integration with any of the State's legacy applications.

Answer: **Current applications that may be running simultaneously with the contractor's software are any product in the Microsoft Office Suite, Hummingbird Host Explorer, Family Soft, Automated Case Management System, etc. There is no requirement for integration with any State legacy systems.**

Question #17: With regard to database storage, has the State defined a policy for how long or for how much content will be kept online?

Answer: **No.**

Question #18: The RFP implies that the court PC is to be used for recording. Please clarify that the referenced software is client and not recording software.

Answer: **The bidder should define whether its software is client or recording software.**

Question #19: Does the State envision a common metadata model for annotation information?

Answer: **Yes, the State does envision a common metadata model for annotation information within the Judiciary.**

Question #20: Is the State looking for exclusion/inclusion of sidebar audio, notes, or both?

Answer: **The State is seeking inclusion of both sidebar audio and notes.**

Question #21: Please define what is meant by simultaneous annotation by at least two (2) users.

Answer: **The primary annotator is the recording operator; a second annotator can be the judge. The judge's annotation must remain private and not viewed by the clerk or others on the system without specific rights to view the judge's notes.**

Question #22: Please clarify the number of rooms that the State wants to record per primary and back-up server.

Answer: **The bidder should define the number of rooms recording per primary and back-up server in its bid proposal.**

Question #23: Does the State prefer a managed solution whereby the contractor who supplies the servers per Section 3.4 also maintains the servers? It may not always be practical to upgrade OS or hardware within 45 working days notice. This may in fact compromise compatibility and the integrity of the application. It is requested the State reconsider this requirement as not practical nor conducive to reasonable operation.

Answer: **The State does require a contractor-managed solution for hardware and software. The State reserves the right to mandate specific security software such as anti-virus and critical security updates managed centrally. RFP Section 3.4 does not state that an upgrade should take place within 45 days notice. The RFP states that the Judiciary shall provide written notification to the contractor at least 45 prior to the desired implementation date. This in no way states that he upgrade should take place within 45 days. Rather, it is an acceptable time period to allow the contractor to evaluate the anticipated upgrade and to review and resolve possible conflicts with the upgrade.**

Question #24: Will SQL Server 2005 Embedded be acceptable in place of SQL Server 2000?

Answer: **Yes, since SQL Server 2005 is the latest revision at this time, it will be accepted as a suitable replacement.**

Question #25: Has the State defined any latency requirements for content access and retrieval?

Answer: **Application content retrieval should be at rates consistent with other Judiciary applications. Upon selecting the contractor's application, it must immediately begin to open. The full application must be ready for use within ten (10) seconds.**

Question #26: Is remote search and retrieval of content (web-based, outside of the courtroom, etc.) a requirement for this RFP?

Answer: **No.**

Question #27: By specifying "read-only" audio files, is the State requesting that a level of Digital Rights Management (DRM) be applied to its audio content available for retrieval?

Answer: **Yes.**

Question #28: How long does the State wish to keep audio online on the servers? How many hours per day are the courts recording and if for example the State wants eight (8) rooms per server, then how many days or months does the State want online?

Answer: **Audio online must be kept on the servers for a minimum of 6 months. Courts operate on average 6-8 hours per day. The number of rooms per server should be defined by bidder.**

Question #29: RFP Section 3.8 states that a “security administrator of the system shall disseminate audio files to users”. Please clarify as this seems to contradict with other sections of the RFP, such as paragraph two of Section 3.8 that suggests users have direct access to the audio files.

Answer: **“Security administrator of the system shall disseminate audio files to users”, refers to establishing user access to the recording system files. No user will have access to the server to edit recordings.**

Question #30: How many hours (or days) of audio content will comprise online storage for any given court as opposed to offline, archived storage? When is content moved to offline storage?

Answer: **The State requires a minimum 6 months online content. The bidder must define its archive timeframe in the bid proposal.**

Question #31: Please explain the term “mixed feed” in RFP Section 3.9.

Answer: **A mixed feed is one audio line of combined audio from the microphones in one courtroom. This is recorded as back-up to the 4-channel recording.**

Question #32: Please clarify the definition of “no single point of failure”.

Answer: **The bidder’s application must have redundancies to eliminate a system failure that can shut down the recording capability throughout a courthouse.**

Question #33: Would it be acceptable to substitute a real-time recording display viewable to all parties directly cabled to the recording servers in place of a clock connected to a PC in the courtroom? This would provide a true indication of recording since the recording actually takes place on the servers.

Answer: **Yes.**

Question #34: Can documentation be supplied electronically? Providing hard copy to each courtroom seems impractical.

Answer: **No. Operators may need to review operational procedures when not at a PC.**

Question #35: Will the bidder have the opportunity to evaluate microphones before installation in case court-supplied microphones are not compatible?

Answer: **Yes.**

Question #36: Please state the make, model, locations, and channel allocations of the microphones.

Answer: **The Judiciary uses a mix of microphones statewide. Most common are Crown PZMs, Crown PCC-160s, and Audio-Technica 804s.**

Question #37: Please explain RFP Section 3.14, paragraph 5. What incompatibility are you referring to? If these are dedicated recording servers as stated elsewhere in the RFP, what else is going to be on them?

Answer: **This does not refer only to servers. If the applications noted above in Question 16 have compatibility issues with the contractor's software either in the courtroom or on the server, the contractor must work with the Judiciary to resolve any and all issues.**

Question #38: The RFP states that the contractor shall use CAT 5E or its functional equivalent from the courtroom wire closet to the server location. All through the RFP it mentions audio recording to the servers (primary and back-up). This would require audio cable instead of CAT 5E. Please clarify.

Answer: **There are a variety of methodologies for sending courtroom content to the server. The bidder should define how and where the digitizing of the courtroom content occurs. Bidders may have alternate approaches as to where the content is captured, digitized, and stored on the server. The RFP is written so as to not restrict bidders by limiting the type of cabling required.**

Question #39: Please define the Judiciary software environment and applications that will be running in parallel or interfacing with the Courtroom Digital Recording solution.

Answer: **Courtroom PCs are running Microsoft Windows XP. Possible applications running on the PCs are identified in Question 16 above.**

Questions #40: There appears to be a conflict in RFP Section 3.16 between paragraph 2 and 7 over support and maintenance being allowed over telephone or VPN versus being performed on-site only.

Answer: **No conflict exists. The contractor must be able to use VPN or a similar service to troubleshoot and resolve calls. Perhaps a server is not be functioning properly, the contractor would connect to the server, if possible identify the problem, and apply the remedy. The remedy may require the contractor to load a known fix, reset a software switch, or adjust a parameter in the software. This would be completed over the VPN or WEBX. If the contractor connects to the server and determines that onsite service is necessary, i.e., a mixer in a courtroom has failed, paragraph 7 then applies requiring service within 24 hours.**

Question #41: Section 3.16, Paragraph 6 refers to hardware and software upgrades. We assume this refers to proprietary product supplied by the contractor. Is proprietary hardware acceptable or does the State want off-the-shelf industry standard computers and components?

Answer: **This refers to contractor-supplied hardware and software. Proprietary hardware and software is acceptable.**

Question #42: Does proprietary software proposed in the RFP become the property of the State, please clarify.

Answer: **In accordance with RFP Section 5.9, should the bidder bring intellectual property, including software, into the project, the intellectual property must be identified in the bid proposal. If the bidder identifies such intellectual property in its bid proposal, then the intellectual property 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 contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the contractor's intellectual property delivered to the State for the purposes contemplated by the contract.**

Question#43: The RFP states that the contractor shall carry Professional Liability Insurance in an amount not less than \$5,000,000. This would certainly preclude most small businesses from bidding. Can this amount be lowered to \$1,000,000 so that small businesses could better qualify to bid?

Answer: **RFP Section 5.22.3 requiring professional liability insurance will be deleted from this RFP.**

Question #44: Pricing is requested for various items such as cabling, switches, servers, maintenance, digital clocks, toll-free support lines and firm fixed prices for installation of various numbers of courtroom digital recording systems. Please clarify what the firm fixed pricing for the installation of courtroom digital recording systems is to include. Does such price include or exclude all of the other components mentioned above? Is this price to include only the components not specifically mentioned such as mixers, licenses, etc.?

Answer: **The pricing includes those items on the price sheet which the bidder requires to complete installation of its solution. Therefore, if the bidder's solution does not require the use of CAT 5E cabling to meet the requirements of the RFP, the bidder does not need to provide a price for that item.**

Question #45: Please differentiate between the 21 items listed on the pricing sheets. There seems to be some redundancy, for example, Item 11 asks for pricing for a rack mountable server in accordance with Section 3.4 and Item 20 asks for pricing for installation of network attached server.

Answer: **Item 20 on the price sheet is a duplicate of item 11 and has been eliminated. A revised price sheet is attached to this addendum.**

Mandatory Bidder's Conference Attendees

AV Innovations, Inc.
Court Smart Digital Systems, Inc.
Exhibitone Corporation
FTR Limited
Gramco Word Processing, Inc.
IBM
Impact Technology Solutions
Jefferson Audio Video Systems, Inc.
Office Business Systems, Inc.
TBS Network Intelligence Inc.
York Telecom Corporation

Price Schedule
Audio Equipment: Courtroom Digital Recording System
06-X-38479

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
00001	Commodity Code: 840-14-061078 Courtroom Digital Recording System Firm Fixed Price for a Network Attached Digital Recording System	1 task	\$_____	\$_____
00002	Commodity Code: 840-14-061079 Courtroom Digital Recording System Firm Fixed Price for a Stand-Alone System	1 task	\$_____	\$_____
00003	Commodity Code: 840-14-061506 Courtroom Digital Recording System Firm Fixed Price for a Cisco WS-C2950G-25 Switch or its functional equivalent, if required	1 each	\$_____	\$_____
00004	Commodity Code: 840-14-061080 Courtroom Digital Recording System Firm Fixed Price for Cabling Courtroom Run CAT 5E or functional equivalent (clerk station to wire closet) 1 to 125 feet	1 each	\$_____	\$_____
00005	Commodity Code: 840-14-061507 Courtroom Digital Recording System Firm Fixed Price for Cabling Courtroom Run CAT 5E or functional equivalent (clerk station to wire closet) 126 to 330 feet	1 each	\$_____	\$_____
00006	Commodity Code: 840-14-061081 Courtroom Digital Recording System Firm Fixed Price for Cabling Court Closest to Server Run Up to 330 feet – CAT 5 Cable	1 each	\$_____	\$_____

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
00007	Commodity Code: 840-14-061082 Courtroom Digital Recording System Firm Fixed Price for Cabling Court Closest to Server Run Over 330 feet – 2 Strand Multimode Fiber	1 each	\$_____	\$_____
00008	Commodity Code: 840-14-061083 Courtroom Digital Recording System Firm Fixed Price for Installation of 2 to 4 systems per courthouse	1 each	\$_____	\$_____
00009	Commodity Code: 840-14-061084 Courtroom Digital Recording System Firm Fixed Price for Installation of 5 to 8 systems per courthouse	1 each	\$_____	\$_____
00010	Commodity Code: 840-14-061085 Courtroom Digital Recording System Firm Fixed Price for Installation of 9 or more systems per courthouse	1 each	\$_____	\$_____
00011	Commodity Code: 840-14-061086 Courtroom Digital Recording System Firm Fixed Price for Rack Mountable Servers in accordance with Section 3.4	1 each	\$_____	\$_____
00012	Commodity Code: 840-14-061087 Courtroom Digital Recording System Firm Fixed Price for Racks	1 each	\$_____	\$_____
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00015	Commodity Code: 840-14-061090 Courtroom Digital Recording System Firm Fixed Price for Maintenance (after expiration of one-year warranty) Year 2	1 year	\$_____	\$_____
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