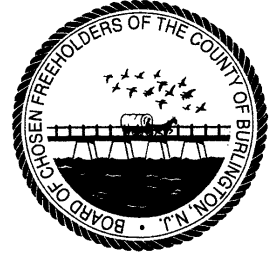


Board of Chosen Freeholders Of The County of Burlington



SOLICITATION of BIDS for

INTERNET SERVICE FOR COUNTY OF BURLINGTON (CPU-11-0098)

Enclosed are the terms, specifications,
contract documents and bid forms.

WHEN BIDDING PLEASE SUBMIT TWO (2) COMPLETE ORIGINAL SETS

BIDS DUE: TUESDAY, NOVEMBER 1, 2011 AT 10:30 A.M.

RETURN BIDS TO:

HAND DELIVERIES and COURIERS:

MAILING:

**DIVISION OF PURCHASE
County of Burlington
County Office Building
First Floor; Room 104
49 Rancocas Road
Mount Holly, NJ 08060-6000**

**DIVISION OF PURCHASE
County of Burlington
Post Office Box 6000
Mount Holly, NJ 08060-6000**

Telephone Number: (609) 265-5012
FAX Telephone Number: (609) 265-5438
Burlington County Web Site: <http://www.co.burlington.nj.us>
E-mail Address: Purchasing@co.burlington.nj.us

Name of Bidder: _____

Address: _____

(Zip Code)

Telephone no.: (____) _____
Toll Free Tele.: (____) _____
FAX Tele. no.: (____) _____
E-mail address: _____

bid package printed on recycled paper

Commodity Code - 25490
Division of Purchase
Telephone # (609) 265-5012
FAX # (609) 265-5438

SOLICITATION: INTERNET SERVICE FOR COUNTY OF BURLINGTON
(CPU-11-0098)

I M P O R T A N T

The Division of Purchase/Department of Finance is not responsible for any bid misdirected in delivery by Person or Delivery Service.

BIDS MUST BE DELIVERED OR MAILED TO:

MAIL TO:

DIVISION OF PURCHASE
County of Burlington
Post Office Box 6000
49 Rancocas Road
Mount Holly, NJ 08060-6000

DELIVER TO:

DIVISION OF PURCHASE
County of Burlington
County Office Building
First Floor; Room 104
49 Rancocas Road
Mount Holly, NJ 08060-6000

Telephone Number: (609) 265-5012
Fax Telephone Number: (609) 265-5438
Burlington County Web Site: <http://www.co.burlington.nj.us>
E-mail Address: Purchasing@co.burlington.nj.us

Any bid not in the possession of the Division of Purchase by the specified prevailing time of bid opening will not be accepted and will be returned unopened.

NOTICE TO VENDORS: All solicitations are subject to change. It is the responsibility of the vendor to check the website for any future addenda, revisions, etc. prior to the opening date. Failure to do so could result in rejection of your bid submission.

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CHECK LIST

Your bid will not be considered complete unless all items listed below are included with your package.

<u>TITLE</u>	<u>SECTION</u>	<u>BIDDER CHECK OFF</u>
Bid Guarantee	1.04 & 4.01 (attached)	<u> </u> (MANDATORY)
Bid Form	2.00 (signed & attached)	<u> </u> (MANDATORY)
Addenda certification # _____	3.06 (signed & attached)	<u> </u> (MANDATORY)
Statement from Insurance Broker	1.08 & 4.14	<u> </u>
Deviations	1.02, 3.22 & 4.04 (attached)	<u> </u>
Stockholder Disclosure Certification	3.23 & 4.05 (complete & attached)	<u> </u> (MANDATORY)
Hold Harmless/Indemnification	3.26 & 4.06 (signed & attach)	<u> </u>
Non-Collusion Certification	4.07 (signed & attach)	<u> </u>
Equal Employment Opportunity	3.17, 4.08 & 4.09 (attached)	<u> </u>
Qualification Questionnaire	4.10/4.10A (signed & attached)	<u> </u>
Equipment & Supplies	4.10B (attached)	<u> </u>
State of New Jersey Business Registration Certificate	3.48 & 4.13 (attached)	<u> </u>
W-9, Request for Taxpayer Identification Number & Certification	3.50 & 4.15 (attached)	<u> </u>
Contract Form	5.00 (sign & attach appropriate form)	
Corporate	5.01	<u> </u>
Partnership	5.02	<u> </u>
Individual	5.03	<u> </u>
Authorized signatures on all forms (blue ink)		<u> </u>
Sets of Bids submitted (2 original complete sets are required) (Scanned copies of the bid specification will <u>not</u> be accepted)		<u> </u>
Check List	(annotated & attached)	<u> </u>
Reviewed by/Date		<u> </u>

COUNTY OF BURLINGTON, NEW JERSEY

1.00 TECHNICAL SPECIFICATIONS

1.01 INTENT

The Board of Chosen Freeholders of the County of Burlington intends to award a contract for INTERNET SERVICE FOR COUNTY OF BURLINGTON (CPU-11-0098).

Sealed bids will be received by the Division of Purchase for the County of Burlington in the

County of Burlington
Conference Room "B", 1st floor
County Office Building
49 Rancocas Road; Room 104
Mount Holly, New Jersey 08060
TUESDAY, NOVEMBER 1, 2011 AT 10:30 A.M.

at which time said bids will be publicly opened and read aloud for furnishing the services and/or supplies as required by the County.

The conditions and requirements of these specifications are intended to be open and non-restrictive for the purpose of obtaining adequate participation of interested vendors, uniformity in the submission of bids and selection of the lowest responsible bidder.

The County shall be the sole judge concerning the merits of all bids and samples submitted.

1.02 DESCRIPTION

Below are the specifications for the description of services and other information, to be used, in identifying the County's requirement. The characteristics listed below are the specifications the County will accept.

Any **non-material deviations** from these TECHNICAL SPECIFICATIONS must be annotated on the form at Section 4.04. **Bidder shall not type changes on bid specification forms.**

Any **material deviation** from specifications contained in a bid will cause that bid to be rejected.

In the event that any of the items shall be rejected as unsuitable or not in conformity with specifications, such items shall at once be removed and other items of proper quality shall be furnished in place thereof at the expense of the successful bidder.

1.03 PRE-BID/SITE VISIT CONFERENCE

A pre-bid conference is not applicable for this solicitation.

1.04 BID GUARANTEE

Bids MUST be accompanied by a bid guarantee in the form of a

bid bond,
certified check
or
cashier's check

in the amount of **FIVE THOUSAND DOLLARS (\$5,000.00)** and shall be made payable to the Burlington County Board of Chosen Freeholders. If the successful bidder fails to enter into such contract, or neglects to perform after acceptance of bid by the County, then the check or security deposited by it shall, at the option of the Board of Chosen Freeholders, be retained as liquidated damages, or if bid bond has been supplied, the surety shall be liable for the amount of the bid bond.

The surety company providing the Bid Bond must be one licensed to conduct business in the State of New Jersey.

All bonds submitted must be original with a raised seal.

N O T E : Failure to submit a bid guarantee as required by this specification shall cause the bid to be rejected.

1.05 BID GUARANTEE RETURN

Bid bond, certified check, or cashier's check submitted with this bid will be returned to all but the three (3) lowest bidders within three (3) days after opening of bids, Sundays and Holidays excepted.

The bid deposit of the three (3) lowest bidders will be returned upon receipt of approved performance bond, if required, and upon execution of a formal contract with the successful bidder(s).

1.06 CERTIFICATE FROM SURETY COMPANY TO PROVIDE A PERFORMANCE BOND (CONSENT OF SURETY)

Not applicable for this solicitation.

1.07 PERFORMANCE GUARANTEE REQUIREMENTS

Not applicable for this solicitation.

1.08 INSURANCE REQUIREMENTS (THE COUNTY RECOMMENDS YOU SEND THIS SECTION TO YOUR INSURANCE BROKER)

The Bidder/Contractor must secure and maintain the following insurance coverage during the term of this contract (unless an exception is provided herein):

1. Commercial General Liability, including Products Completed Operations, coverage for Personal Injury and Property Damage Liability of not less than one million dollars (\$1,000,000) combined single limit for each occurrence/ two million dollars (\$2,000,000) aggregate; and
2. Comprehensive automobile bodily injury and property damage liability coverage of not less than one million dollars (\$1,000,000) combined single limit; and
3. All statutory workers compensation and employer liability coverage required to be held by law.

Within ten days of the Notice of Intent to Award Contract, the Bidder/Contractor shall provide the County with a Certificate of Insurance evidencing that said insurance is and will be in effect during the term of the contract and naming the Board of Chosen Freeholders of the County of Burlington as an Additional Insured.

Each Certificate of Insurance shall contain a statement that the policy applies to all operations of the project which are undertaken by the insured during the performance of this contract. In addition, each Certificate of Insurance shall contain the following information or statements:

1. Name and address of insured.
2. A statement that the Board of Chosen Freeholders of the County of Burlington is an Additional Insured under Commercial General Liability.
3. The number and description of each policy in force on the date of the Certificate.
4. The expiration date of each policy shown as well as the amount of coverage for each policy.
5. The name and number of this contract as shown on the cover of this package.
6. A statement showing the method of cancellation. If cancellation may be effected by the giving of notice to the insured and the Board of Chosen Freeholders of the County of Burlington by the insurer, the policy and Certificate must provide that cancellation shall not be effective until ten (10) days after receipt of such notice by the said Board of Chosen Freeholders.

During the term of the contract, it shall be the responsibility of the Bidder/Contractor to provide the County with additional Certificates of Insurance in compliance with the above showing current coverage when any insurance policy for the above-listed coverage expires.

Submission of proof of the required insurance coverage in the form of a Certificate or Certificates of Insurance is a condition precedent to contract award. After receipt of a sufficient performance bond and other submissions required by these bid specifications, the bid will be accepted and a signed contract and a purchase order will be forwarded to the successful bidder.

STATEMENT FROM INSURANCE BROKER: Each bidder must include with his bid a statement from the bidder's insurance broker stating that the broker will, upon successful award of this contract to their client, supply the bidder with insurance in the types and amounts required by these specifications. (Section 4.14)

1.09 COUNTY REPRESENTATIVE

The County Representative is

Nicholas Behmke, Director
Information Technology
49 Rancocas Road, Room 114
Mount Holly, New Jersey 08060
Telephone Number (609) 265-5125
E-mail Address: nbehmke@co.burlington.nj.us

This person is designated as the County Representative for this solicitation and will be the point of contact for performance and payment after execution of the contract.

The Division of Purchase is responsible for all contract administration matters.

1.10 QUALIFICATION OF BIDDER

Bids for the service and/or supplies will be considered only from vendors not listed on any debarred list published by the State of New Jersey.

Bidders shall be aware the governing body of a contracting unit (County of Burlington) may, by resolution approved by a majority of the governing body, disqualify a bidder who would otherwise be determined the lowest responsible bidder, if the governing body finds it has had prior negative experience with the bidder (see Section 3.46).

1.11 SPECIFICATIONS

The County of Burlington is soliciting bids for Internet Service at the Burlington County Administration Building, 49 Rancocas Road, Mount Holly, New Jersey and the Public Safety Center Building, 1 Academy Drive, Westampton, New Jersey.

Internet Service is specialized in nature because of the hardware, configuration and redundant routing. All internal IP routing devices are currently configured via this proprietary communications infrastructure currently installed with Verizon. Acquisition of any other Internet Service would be a detriment to the County due to the substantial investment of existing hardware and reconfiguration of systems across the entire enterprise.

Certification is attached in accordance with N.J.A.C. 5:34-9.1(b).

VENDOR'S REQUIREMENT

Vendor's Global Network

Vendor must own, monitor, and maintains one of the largest and most advanced communications networks in the world. The network must operate at speeds up to OC-192, the fastest commercially available.

Vendor must be able to show decades of engineering and network-design expertise building and operating one of the largest facilities-based data and IP networks in the world. The required vendor must provide voice, data, and Internet services on its state-of-the art fiber-optic network.

The vendor's business must be committed to offering the most advanced and reliable network in the industry. Vendor must own and operates one of only four digital networks in the country. To show ongoing dedication, the vendor must demonstrate its commitment to continue growing its network infrastructure via constant expansion. In addition, the expansion must support a nationwide SONET ring deployment. The vendor is required to operate a true SONET network. With the implementation of SONET rings, the vendor is required to demonstrate how it's increasing capacity as well as redundancy. The self-healing SONET Rings must allow 50-millisecond restoration with no human intervention.

The selected vendor must be a tier 1 provider with a global reach. With its use of regional AS for management and MPLS traffic optimization, which extends to a across the globe, the selected vendor's global network must continue to serve the Internet with the greatest number of Autonomous System (AS) network connections of any IP network, playing a critical role in the movement of Internet traffic. The required vendor must be noted for having the most connected Network in the world. This distinction translates to the fact that clients do not have to reach peering points either public or private to quickly communicate with their clients or business partners. The vendor must allow users to reach its clients with optimized, lower latency connectivity to their client base.

In addition, the required vendor's Internet backbone architecture must be designed to be extremely fault-tolerant. All nodes shall be interconnected via multiple, redundant, high-speed links. The vendors backbone links shall terminate into both Juniper (M160 and M40) Label Switch Routers (10 Gbps) and ATM switches from Marconi (formerly FORE Systems) at speeds up to OC-48 (2.5 Gbps). These backbone routing and switch platforms offer a number of high-availability features, such as redundant power supplies and CPUs. The vendors required network design specifies that its ATM switches and backbone routers are to be cross-connected to each other in each hub. This allows for switch and router back-up and redundant connections to vendor's transit and metro networks, in case a failure was to occur. The vendor must use (MPLS) traffic engineering infrastructure allowing the same redundancy while eliminating redundant ATM equipment, allowing the vendor to run backbone circuits using Packet over SONET (POS) at speeds of up to OC-192 and provide higher levels of availability guarantees.

Private Peering

Direct peering is an exchange of Internet traffic over one or more dedicated interconnects, the cost of which is shared between the peers. These private interconnections allow the vendor and its peers to determine the precise speed, location, and terms through which the two carriers meet. It also provides the vendor and its peers greater control over the quality of service at each interconnection point as we are not relying on a third-party maintaining the networking equipment in between. The vendor must have the ability to establish direct peerings in more than ten locations in North America.

The vendor must have an installed a large and ever-increasing number of direct links to other ISPs. These peering interconnection links in the US must be deployed over multiple OC-12s or OC-48s. A minimum of four to six OC-12 or OC-48 circuits distributed over a geographically diverse area is the base capacity for direct peering relationship in North America. By provisioning high-capacity circuits, the vendor and its peers provide plenty of excess peering capacity to handle future growth.

Public Peering

The vendor must maintain over 26G of public peering capacity globally. The vendor must have at least one exchange point with UUNET network.

Diversity and Redundancy

The selected vendor's Internet backbone architecture shall be designed to be extremely fault-tolerant. All nodes are interconnected via multiple, redundant, high-speed links. The vendor shall use multiple, discrete circuits to help ensure that its hubs are interconnected over truly diverse facilities. The vendor's network design architect must also carefully consider each fiber path to be certain that these paths are as diverse as possible throughout the entire run. The vendor's network must be engineered to ensure that adequate burst capacity is available to meet the peak traffic needs.

All of the vendor's backbone facilities must be highly redundant, including features such as redundant power supplies and CPUs, wherever possible; diversely-routed backbone circuits between the vendor's hubs are required; spare hardware should be kept in the hub; and multiple high-speed connections to other providers. The vendor's management of its network shall be triply redundant: in-band, using a private management IXC Frame Relay network, and via dial-up access.

The vendor's backbone equipment shall be deployed exclusively in telco-grade facilities. All network nodes shall have backup power systems to provide electricity in the event of a local power failure. Telco-grade facilities also provide high levels of physical security, which serves to further protect the required network.

The vendors backbone links shall terminate into both Juniper (M160 and M40) Label Switch Routers and ATM switches from Marconi (formerly FORE Systems) at speeds up to OC-48 (2.5 Gbps). These backbone routing and switch platforms offer a number of high-availability features, such as redundant power supplies and CPUs. The vendor's network design specifies that its ATM switches and backbone routers are to be cross-connected to each other in each hub. This allows for switch and router back-up and redundant connections to the vendor's transit and metro networks, in case a failure were to occur. Migration to a Multiprotocol Label Switching (MPLS) traffic engineering infrastructure shall be demonstrated which allows the same redundancy while eliminating redundant ATM equipment, allowing the required vendor to run backbone circuits using Packet over SONET (POS) at speeds of up to OC-192.

Dedicated Internet Access

Vendor Required 's Internet Dedicated product suite must offer a range of dedicated Internet access options from 768K to OC-48, plus Internet Dedicated Ethernet up to Gigabit Ethernet ("GigE") and Port Only Ethernet services up to 10 GigE.

Internet Dedicated services include access to a router at the vendors network hub near the customer's site, connectivity to the vendors network infrastructure (the points of presence, network hubs, and host computers utilized to provide an Internet service, hereinafter collectively referred to as the "Network"), 24x7 monitoring and notification, Service Level Agreements (SLAs), and availability of Installation Engineers who fully support and monitor all circuits.

TYPES OF INTERNET DEDICATED SERVICES

Price-Protected Service

The vendor shall offer access to the network at the full bandwidth of the selected service (T1, T3, OC-3, full Gigabit/10 Gigabit Ethernet access for GigE/10 GigE, etc.) for a fixed monthly fee, subject to the customer's subscription to a minimum one-year commitment.

NxT1 Multilink Frame Relay (MLFR) Service

The vendor shall offer access to the network at any time at the full bandwidth of the selected service multiplied by the number of circuits ordered (i.e., 4.5 Mbps for 3xT1, 6 Mbps for 4xT1, 7.5 Mbps for 5xT1, 9 Mbps for 6xT1, 10.5 Mbps for 7xT1, and 12 Mbps for 8xT1). The MLFR service must be based on the FRF.16 standard.

Double/Diverse Service

The vendor shall offer Double and Diverse services both provide two circuits of equivalent bandwidth (2 x T1, 2 x T3, 2 Gigabit circuits for GigE, 10 Gigabit circuits for 10 GigE, etc.) to the network for a fixed monthly fee.

Double - Terminates both circuits at the same hub
Emphasizes increased bandwidth

Diverse - Terminates each circuit into different network hubs,
where available.

Note: If there is not available capacity in a neighboring hub, the vendor will provision the circuits on two separate gateway routers within the same hub.

NxT1 MLFR Diverse shall be available in 2x/3x/4xT1 mirrored configurations.

Tiered Service

The customer must receive access to the network capped at the number of Mbps for the selected tier.

Note: Access to IDE must be available up to 500 Mbps maximum Tiered bandwidth.

Shadow Service

Shadow service shall be available to support an equivalent primary service from the vendor (e.g., Shadow OC-3 shall be available with an OC-3 service). The Shadow service requires that the Shadow service Measured Use Level shall not exceed the "Maximum Shadow Measured Use Level" (i.e., 16 Kbps for T1, and each T1 included within NxT1 MLFR, 500 Kbps for T3, 1.7 Mbps OC-3, 6.8 Mbps for OC-12, 24 Mbps for OC-48, and 10 Mbps for GigE) while the primary service connection is available.

If the Maximum Shadow Measured Use Level is exceeded at any time while the primary service connection is available, the vendor is all to bill the customer an excess usage charge of the standard monthly fee for the affected Internet Dedicated Burstable Service for that Measured Use Level. The vendor may bill at these rates until the Measured Use Level of the Shadow service in a month decreases below the Maximum Shadow Measured Use Level.

If the primary service is unavailable (as defined in the applicable Service Level Agreement), the Measured Use Level of the Shadow service in excess of the Maximum Shadow Measured Use Level will not be subject to excess usage charges. The Service Level Agreement shall be applicable to Shadow service only if the customer uses Shadow service as the primary Internet Dedicated services.

BURSTABLE SERVICE

Internet Dedicated Services

With Internet Dedicated Burstable service, the customer must have the option to receive full Internet Dedicated services access to the network and can burst to the full bandwidth of the selected service at any time (i.e., 1.5 Mbps for T1, 45 Mbps for T3, 155 Mbps for OC-3, 622 Mbps for OC-12, and 2488 Mbps for OC-48). Monthly billing is based on the Burstable Service level selected by the customer.

If the customer's Measured Use Level during any two consecutive months (T1) or any month (T3, OC-3, OC-12, and OC-48) exceeds the customer's then-current Burstable Service level, the customer's Burstable Service level may be upgraded by the vendor and the monthly charges adjusted accordingly; provided, that such adjusted charges shall reflect discounts from list rates, if applicable, at the same percentage as the original Burstable service ordered.

Internet Dedicated Ethernet Service

With Internet Dedicated - Ethernet Burstable service, the customer may select a Burstable service level within one of the following three ranges: 1 to 10 Mbps, 1 to 100 Mbps, or 1 to 1,000 Mbps. The customer receives full, unrestricted access to the network at the selected Burstable service level with the ability to burst to the full bandwidth for the applicable range. Monthly billing is based on the Burstable service level selected by the customer.

If the customer's Measured Use Level during any single month exceeds the customer's then-current Burstable service level, the customer's Burstable service level may be upgraded by the vendor and the monthly billing adjusted accordingly within the selected range; provided, that such adjusted charges shall reflect discounts from list rates, if applicable, at the same percentage as the original Burstable service ordered.

Internet Dedicated GigE Port Only Service

The vendor must also provide GigE Burstable service, whereby the customer receives full Gigabit Ethernet access to the network and can burst to the full 1,000 Mbps at any time. Monthly billing is based on the burstable service level selected by the customer.

If the customer's Measured Use Level during any month exceeds the customer's then-current burstable service level, the customer's Burstable service level may be upgraded by Vendor Required and the monthly billing adjusted accordingly; provided, that such adjusted charges shall reflect discounts from list rates, if applicable, at the same percentage as the original Burstable service ordered.

Burstable Downgrades

Note: The customer may downgrade to a lower Burstable service level if the customer's Measured Use Level is at or below such Burstable service level for at least two consecutive months and the customer thereafter requests the downgrade in writing.

Burstable Select

With Burstable Select, the customer requires access to the vendor's network and may subscribe to a bandwidth commitment which is less than the full bandwidth of the selected service and may burst to the full bandwidth of the selected service. For example, the customer may subscribe to Burstable Select OC-12 at the 150 Mbps level and will be permitted to burst to the full bandwidth of 622 Mbps.

A monthly recurring bandwidth commitment charge is acceptable. Bandwidth commitment equals the portion of a circuit (as measured in bandwidth) which the customer may use in a monthly period without incurring an overage charge. An overage usage charge applies in each monthly period in which the customer's Measured Use Level exceeds the customer's bandwidth commitment for a circuit.

Usage which exceeds the customer's bandwidth commitment will be measured in one-megabit increments. If the measurement includes a fraction of a megabit, the fraction is rounded to the next full megabit.

Bandwidth Commitment Change

Note: The customer may upgrade or downgrade their Burstable Select bandwidth commitment once per calendar month per circuit by making a written request to the selected vendor. The customer's new bandwidth commitment will become effective on the first day following the end of the billing cycle in which the vendor receives the customer's request. The customer will receive discounts on the monthly recurring charge for the new bandwidth commitment equal to the discount (as a measured percentage), if any, the customer received on the monthly recurring charge for the former bandwidth commitment.

The Internet Service will also serve as a converged Voice Over IP transport service and therefore requires Standard Service Level Agreements (SLA)

Required Guaranteed Service:

- Jitter not to exceed 1ms
- Mean Opinion Score (MOS) above 3.8
- Latency of less than 55ms
- Packet Delivery of 99.5%
- Network Availability of 99.9%
- Denial of Service (DOS) attacks

1.12 SERVICE

Vendor must have capability to provide INTERNET SERVICE FOR COUNTY OF BURLINGTON (CPU-11-0098).

1.13 PREVAILING WAGE RATES

Not applicable for this solicitation.

1.14 CONTRACT PERIOD

The contract period will begin January 1, 2012. The expiration date will be determined upon award, but will not exceed December 31, 2014.

All contracts are contingent on funding.

2.00 BID FORM

COUNTY OF BURLINGTON, NEW JERSEY
FOR
INTERNET SERVICE FOR COUNTY OF BURLINGTON
(CPU-11-0098)

_____, 20__
(Date)

Board of Chosen Freeholders
County of Burlington
49 Rancocas Road
Mount Holly, New Jersey 08060-6000

Freeholders:

The undersigned hereby undertakes and promises to furnish INTERNET SERVICE FOR COUNTY OF BURLINGTON (CPU-11-0098) and other items as appropriate and required by the solicitation containing instructions as specifications dated OCTOBER 4, 2011 as well as the contract documents concerning the same, including all written amendments and changes thereto, which are incorporated herein by reference and made a part of this bid. Enclosed is a bid bond, certified check, or cashier's check made payable to the Burlington County Board of Chosen Freeholders in the amount of \$_____.

Cash Discount Terms _____

BID:

INTERNET SERVICE FOR ONE YEAR TERM \$ _____

INTERNET SERVICE FOR TWO YEAR TERM \$ _____

INTERNET SERVICE FOR THREE YEAR TERM \$ _____

3.00 TERMS

3.01 DEFINITIONS

Bidder: The word bidder as cited in this solicitation is defined as any responsible vendor who provides services or products as required and who meets all the requirements stipulated in the solicitation.

Contractor(s): The word Contractor(s) as used in this solicitation means the lowest responsible Bidder(s) who is awarded a contract.

County: The word County as cited in this solicitation is defined as the County of Burlington - Board of Chosen Freeholders.

County Office Building: The administrative offices are located at and legal notices are to be served at

County Office Building
49 Rancocas Road
Mount Holly, New Jersey 08060-6000

Owner: The word Owner as cited in this solicitation is defined as the County of Burlington - Board of Chosen Freeholders.

Vendor: see 'Bidder' above.

Contract: A dual signed copy of this bid package.

3.02 BIDDING INSTRUCTION

Two (2) ORIGINAL sets of the bid shall be enclosed in a sealed envelope addressed to the

County of Burlington
Division of Purchase
County Office Building
49 Rancocas Road; Room 104
P.O. Box 6000
Mount Holly, New Jersey 08060-6000

with FRONT of envelope plainly marked with name and address of bidder and complete solicitation title and solicitation number as shown on the cover of this package. Two (2) complete original sets of bid forms properly signed are required. One original bid guarantee document (bid bond, certified check or cashier check) is required.

Official bid forms (section 2.00) are enclosed and **MUST BE USED** when submitting bid.

Scanned copies of the bid specification will not be accepted.

3.03 NO BID

If not submitting a bid in accordance with attached instructions and specifications, the form attached to the inside cover of this solicitation shall be returned with appropriate information blocks filled. If the NO BID form is not returned, your name may be removed from mailing lists for any future solicitations.

3.04 LATE BIDS

NO LATE BID WILL BE ACCEPTED OR CONSIDERED. The County will not be responsible for late postal delivery service nor will postmark dates be considered in honoring bids. The County will not be responsible for any bid misdirected in delivery by person or delivery service.

3.05 BID WITHDRAWAL

A written request for the withdrawal of a bid, or any part thereof, may be granted if the request is received by the County prior to the specified time of bid opening.

3.06 ADDENDA

Any interpretations of these bid specifications and any supplemental instructions will be in the form of a written addendum which will be forwarded to all prospective bidders on record by certified mail or certified facsimile transmission for bids not available on line. Addenda will be issued no later than seven (7) working days prior to the date fixed for the opening of bids.

Notices will be sent to all prospective bidders no later than seven (7) working days prior to the bid opening advising an addenda has been issued for bids posted online. It is the responsibility of the vendor to check the website for the addenda.

All addenda issued prior to the bid receipt date must also be signed and returned with the bid.

All addenda issued prior to the date of receipt of bids shall become part of the contract documents and included in the bid prices.

3.07 ORAL INSTRUCTIONS

No interpretation of the meaning of the Specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation shall be in writing addressed to the Owner, Division of Purchase. Such request to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which will be mailed by Certified Mail or by Certified Facsimile Transmission to all prospective bidders currently on record, not later than seven (7) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under its bid as submitted.

No other means of communications, whether oral or written, shall be construed as a formal or official response or statement.

All Addenda so issued shall become part of the Contract Documents.

3.08 BID PRICES

The bidder must provide figures as requested on the Bid Form, Section 2.00.

Bid prices are to remain firm for a period of not less than sixty (60) calendars days to allow the County to determine the lowest responsible bid that will, as determined by the County, fulfill the intentions of this solicitation.

3.09 PRICES

Carelessness in quoting prices or in preparation of the bid will not relieve the bidder from performance of the services required by these bid documents.

The inability of any bidder to quote on all items listed in this solicitation will not preclude consideration of his bid.

Bidders shall submit net prices with all discounts taken into consideration and total lump sum for all items they are eligible or interested in bidding upon. Prices quoted shall be net with all discounts deducted, and subject only to cash discount for prompt payment of invoice.

When an error is made in calculating the total bid amounts, the line item unit bid price will govern.

No price escalation will be permitted after quote has been submitted.

All erasures and/or changes must be initialed by the individual making modifications to the solicitation for bids.

No bidder will be allowed to offer more than one price on the items requested even though he may feel that he has two or more types that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on said item in the same bid all prices for that item may be rejected at the discretion of the County.

Bidders may submit more than one bid for the products described herein by submitting a separate envelope for each bid which contains the complete bid information and surety as required.

3.10 PRICE CHANGES

Bid prices submitted by the bidder, shall not be adjusted during the contract term.

3.11 CHANGES

All services, equipment, personnel and material which is necessary in order to provide the service and/or supplies as described in these bid documents and any addenda hereto shall be furnished by the successful bidder at the bid price whether or not all details are specified herein.

Without invalidating the contract, the County may order changes including, but not limited to additions, deletions, modifications and the contract sum shall be adjusted accordingly, if such adjustment is determined to be reasonable and appropriate by the County. All such changes in the contract will only be authorized by written change order subject to approval of a resolution by the Board of Chosen Freeholders.

The cost or credit to the County from a change in the contract shall be determined by mutual agreement before executing the change involved.

The County Treasurer/Comptroller may waive minor deviations in the Contractor's performance pursuant to these documents. A deviation shall only be considered minor on the determination of the County Treasurer/Comptroller.

3.12 PAYMENT

Successful bidder will be paid as per terms contained herein and upon receipt of invoice and a properly executed voucher covering purchase order as submitted.

All invoices and vouchers must be submitted to the billing address as shown on each purchase order. Invoices must match the purchase order and have full description of services or supplies.

Purchase order number must be on all invoices.

County Voucher must be completed, signed and attached to all invoices. Payment cannot be made without properly executed voucher.

Forward invoice and voucher with original signature (only original ink signatures; rubber stamped signatures not acceptable, faxed voucher not acceptable) to the County department shown as "bill to" on the purchase order.

Payments are authorized at the Board of Chosen Freeholders meetings on the second (2nd) and fourth (4th) Wednesday of each month.

Invoices with Vouchers must be processed through the "bill to department" and Accounts Payable/Finance Department no later than the Wednesday prior to the scheduled Board Meetings.

Follow-up for invoice payment must start with contacting the County department listed as "bill to" on the purchase order. (Telephone number of department appears in same area)

3.12A BILLING AND INVOICES

Successful bidder will provide itemized invoices containing separate lines for parts and labor cost. Surcharges will not be allowed.

The labor cost must be broken down as shown on the bid form page 2.00 showing hours, rate per hour and total extension for each labor category. Labor is to be itemized by normal, overtime and holiday rates separately.

Supporting paperwork as evidenced by the signed work order must be attached to each invoice.

Parts are to be invoiced as a separate line item and must show the manufacturer and manufacturer's number with list price, discount/markup and the net price.

A copy of the appropriate price schedule must be included with the bid.

Charges for leased equipment must be itemized separately and have supporting paperwork (i.e. invoice from leasing contractor).

Date of service must be clearly marked on every invoice.

Omission of any of the above required information will result in payment delay.

3.13 TAX EXEMPT

The County of Burlington is exempt from all taxes including Federal Excise Tax, Transportation Taxes, and State Sales or Use Tax.

3.14 CONTRACT FORMS

All bidders shall complete and sign all contract forms (Section 4.00) including the Bid Guarantee Statement, Deviations from Technical Specifications, Stockholder Disclosure Certification, Non-Collusion Certification, Equal Employment Opportunity Questionnaire, Qualification Questionnaire and Responsible Contractor & Subcontractor Policy Certification. A Consent of Surety (Certificate from Surety Company to Provide a Performance Bond) and a Bid Guarantee (Bid Bond, certified check or cashier's check) must be submitted with the bid.

All addenda issued prior to BID receipt date must also be signed and returned with the bid. Bidders are cautioned to fill in all information as requested on the BID FORM (Section 2.00) as a basis for making awards. Price information must be clearly indicated on lines provided.

N O T E : Failure to provide this information shall be cause for rejection of bid as submitted.

Use of the Check List in front of this package to assure that all documents are submitted is recommended.

By submitting a bid the prospective bidder covenants and agrees that it fully understands all obligations and that no cancellation or relief from compliance with these bid specifications because of any misunderstanding or lack of information will be allowed.

This bid package becomes the contract upon the signing by the Owner (County of Burlington) along with the bidder's signature.

3.15 NON-PERFORMANCE / FAILURE TO EXECUTE CONTRACT

Non-performance by the successful bidder or its failure to execute the contract or meet performance guarantee requirements within ten (10) days after the award shall result in forfeiture of the bond guarantee as liquidated damages for such neglect or refusal and not as a penalty.

The Board shall have the right in case of failure, neglect or refusal of the contractor to perform the contract to the County's satisfaction, to terminate the contract at the expiration of thirty (30) days written notice to the contractor, served at its last address known to the County.

Upon expiration of said notice the County may, at its option, proceed entering into a contract with other provider(s), for the balance of the term.

Where the County proceeds to enter into a contract for the performance of the balance of the term, the County shall be entitled to deduct the cost thereof, from payments due or grown due and the contract shall be liable for such deficiency. If the County shall declare the said contractor in default, in whole or in any particular, such declaration of default shall in no way relieve or affect the liability of the contractor, for breach of the covenants and conditions, of the contract.

The County reserves the right, in addition to other remedies, in the event of unsatisfactory service, to cancel the contract awarded to the successful bidder and enter into a contract with the next lowest bidder, whose bid complies with the original contract requirements. The County shall be reimbursed, by the defaulted bidder and/or his surety, of any increased costs incurred in awarding the balance of the contract, to the next lowest bidder.

3.16 DISCRIMINATION

The successful bidder shall be prohibited from discrimination in the hiring of persons who are qualified and available to perform work to which the contract relates by reason of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality in accordance with State of New Jersey Law.

3.17 EQUAL EMPLOYMENT OPPORTUNITY

Bidders are required to comply with the requirements of **N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27**. See Section 4.08.

3.18 AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

The CONTRACTOR and the COUNTY do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the COUNTY, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind of nature arising out of or claim to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The COUNTY shall, as soon as possible after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the COUNTY or any of its agents, servants, and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

3.19 ADDITIONAL CLAIMS

Successful bidder shall make no claim and the County shall not be liable for additional payment or any other concession because of the bidders misinterpretation or misunderstanding of the contract, or of any failure to fully acquaint itself with any conditions relating thereto.

3.20 ASSIGNMENTS

The bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or its rights, title or interest therein or any part thereof.

If the bidder assigns, transfers, conveys, sublets, or otherwise disposes of the contract in whole or in part, or of its right, title or interest therein, or any of the monies to become due under the contract to any person, firm, or corporation, the contract may, at the option of the County, be canceled and/or annulled and the County thereupon relieved and discharged from any and all liability and obligations growing out of the same to the bidder and to its assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the bidder for the benefit of creditors made pursuant to the statutes of the State of New Jersey; and no right under this contract or to any monies to become due hereunder shall be asserted against the County in law or in equity by reason of any so-called assignment of this contract, or any part thereof, or any monies to grow due hereunder.

3.21 SUBCONTRACTING

Bidder shall not subcontract any portion of this contract unless 1) subcontracting is specifically provided for in these specifications and then only to the extent it is so provided or 2) County provides written consent for subcontracting a specific portion of this contract. Such written consent shall be given at the sole discretion of the County and may be withheld for any reason.

3.22 DEVIATIONS

NOTE: No material deviations from the requirements of these specifications will be accepted. No deviations from the requirements contained in sections 2.00, 3.00, 4.00 or 5.00 will be accepted.

Any non-material deviations from section 1.00, TECHNICAL SPECIFICATIONS, must be noted in detail by the bidder in writing on the form at section 4.04. The absence of said deviations at the time of the submittal of the bid will hold the bidder strictly accountable to the County for furnishing the contract requirements in full in accordance with this solicitation. If there are no deviations, write "none" on the form at section 4.04.

For the purposes of evaluation of equivalency and other evaluations, the bidder must indicate any deviation from each individual technical specification no matter how slight. Deviations include 1) those which exceed and 2) those which do not meet the standard set in the specifications.

3.23 STOCKHOLDER DISCLOSURE CERTIFICATION

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized (Section 4.05 Stockholder Disclosure Certification Form). Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

3.24 CONTRACT INTERPRETATION

The County's interpretation of the meaning and intent of these bid documents and the contract shall be final and conclusive.

In case of any discrepancy between any of these items, the one with more specific language takes precedence over any with general language, and the one that is more stringent takes precedence over the one that is less stringent.

3.25 METHOD OF CONTRACT AWARD

The County may award a contract by one of the following means:

- A. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid (i.e. total lump sum bid);
- B. The County may award the contract on the basis of lowest unit price (i.e. split award); or
- C. The County may also elect to award the contract by lowest category or group of items (i.e. split award).

The award of the contract or the rejection of bids shall be made within sixty (60) days of the date of opening bids. All bid guarantees will be returned immediately if all bids are rejected.

The County reserves the right to deviate from the details of these specifications if the evaluated bid of any bidder indicates the best interest of the County will be served by such action. The successful bidder to whom the award is to be made will be notified at the earliest possible date.

When two or more bid proposals offer equal prices and are the lowest responsible bid proposals, the County will award the contract to the bidder whose response, in the discretion of the contracting unit, is more advantageous, price and other factors considered.

A contract will be executed upon satisfaction of all requirements of these bid documents by the successful bidder.

N O T E : THE COUNTY OF BURLINGTON SHALL NOT BE RESPONSIBLE FOR ANY EXPENDITURE OF MONIES OR OTHER EXPENSES INCURRED BY THE BIDDER UNLESS THE BIDDER HAS RECEIVED A SIGNED CONTRACT AND A PURCHASE ORDER.

3.26 HOLD HARMLESS/INDEMNIFICATION

The bidder awarded the CONTRACT under these specifications, [hereinafter BIDDER/CONTRACTOR] shall indemnify and hold harmless the Board of Chosen Freeholders of the County of Burlington, its officers, employees, agents and servants from and against any and all claims, demands, suits, actions, recoveries, judgements, costs and expenses including attorneys fees, incurred or suffered on account of property damage or loss and/or personal injury, including loss of life, of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of the BIDDER/CONTRACTOR, its employees, agents, servants or subcontractors in the performance of the work to be reimbursed pursuant to these specifications or the failure of the BIDDER/CONTRACTOR, its employees, agents, servants or subcontractors to comply with any term or condition of these specifications. The BIDDER/CONTRACTOR further agrees that this indemnification by the BIDDER/CONTRACTOR shall continue after completion of the CONTRACT for all claims, demands, suits, actions, recoveries, judgements, costs and expenses including attorneys fees resulting from acts or omissions the BIDDER/CONTRACTOR, its employees, agents, servants or subcontractors which occur prior to the completion of the CONTRACT.

3.27 AMERICAN MADE GOODS

As required by N.J.S.A. 40A:11-18, only manufactured and farm products of the United States, wherever available, may be used in work performed under contract with the County of Burlington or in work performed under any contract for which the County of Burlington will pay any part of the cost or in work which by contract or ordinance the County of Burlington will ultimately own or maintain. "Work" is defined in N.J.S.A. 40A:11-2 to include "services and other activity of a tangible or intangible nature performed or assumed pursuant to a contract or agreement with a contracting unit."

3.28 ROYALTIES AND PATENTS

The successful bidder shall pay all royalties and license fees. The vendor shall defend all suits or claims for infringements of any patent rights and shall save the County harmless from loss on account thereof.

3.29 BRAND NAMES

Except where patented or copyrighted materials are specified, a brand name, make, name of any manufacturer, trade name, or vendor catalog number used in this solicitation is for the purpose of establishing a grade or quality of material only.

The County of Burlington does not wish to rule out competition from equal brands or makes, and, therefore, the phrase "or equivalent" is added.

If material other than that specified is bid, it is the bidder's responsibility to name such within the bid and to prove to the County that said item is equivalent to that specified and to submit brochures, samples and/or detailed specifications on the item.

3.30 COMPONENT PARTS

All components (transistor, resistor, capacitor, integrated circuit, etc.) shall be readily identified with the original component manufacturer's identification number. If the component is re-identified with a manufacturer's part number, a complete cross-reference list shall be supplied. This list shall specify the electrical characteristics of the components giving the standard part number of the industry. All components shall be readily available commercially from other sources than the manufacturer.

3.31 SAMPLES

Bidder(s) when requested will be required to provide samples of all items prior to award of contract. Samples provided will be used in determining award of contract. These samples will be used for quality assurance during the life of the contract. Samples will be returned at end of contract period if requested by vendor.

Bidders shall make all arrangements for delivery of samples to the place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

All sample packages shall be marked "Sample for Purchasing Department" and each sample shall bear the name of the bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner.

3.32 DELIVERY COSTS & F.O.B.

Delivery shall be made as directed by the County of Burlington for this solicitation.

All delivery costs shall be included in the bid price. Delivery is inclusive of all costs associated with off-loading of any product.

F.O.B. The County of Burlington. Freight Paid.

3.33 PLACING OF ORDERS

Orders against contracts will be placed with the Contractor on either a County of Burlington Purchase Order or a Blanket Purchase Order, executed and released by the County of Burlington Purchasing Agent.

3.34 CHANGE ORDERS

The quantities of equipment, services and supplies as required by these specifications are based on current needs and estimated projections. If requirements change and funds become available, the County reserves the right to issue change orders increasing or decreasing the estimated quantities as stated. This right will not expire during the life of this contract.

3.35 SIGNATURE ON BIDS (Sections: 5.00, 5.01, 5.02)

Bids must be signed in ink by the bidder; all quotations shall be made with typewriter, computer printer or pen. **Scanned copies of the bid specification will not be accepted.**

Any quotations showing any alteration must be initialed by the bidder in ink. Unit prices and total bids are to be inserted in the spaces provided.

N O T E : FAILURE TO SIGN THE BID FORM AND GIVE ALL INFORMATION IN THE BID MAY RESULT IN THE REJECTION OF THE BID, IN WHOLE OR IN PART. Bid Form is section 2.00.

3.36 GOVERNING LAW, STATE AND FUNDING

This contract shall be governed by and construed in accordance with the laws of the State of New Jersey, including the Local Public Contracts Law of the State of New Jersey (N.J.S.A. 40A:11-et seq. and New Jersey Local Public Contracts Law Rules N.J.A.C. 5:34-1 et seq.) and the Uniform Commercial Code (UCC). All contracts are subject to the availability and appropriation of funds annually.

Whereas there exists in some industries such conditions as paying of poverty wages, violating workplace regulations and suppressing worker rights; the County of Burlington shall not purchase, lease, rent or take consignment goods and/or services produced under the above conditions.

Each bidder, by submitting a bid, certifies they will comply with all Federal, State and County laws concerning the above.

3.37 PURCHASE FROM STATE CONTRACT OR OTHER PUBLIC ENTITIES

The County reserves the right to purchase, during the term of any contract to be awarded, any of the specified materials and/or services through the New Jersey State Cooperative Purchasing Agreement ("State Contract") or any public entity, if it is in the County's best interest to do so.

3.38 REJECTION OF BID

The County reserves the right to accept or reject any and all bids and to waive any immaterial defects or informality in any bid or in the bidding should it be in the best interest of the County to do so. The determination of a material defect shall be a matter of sole discretion of the County.

3.39 RESPONSIBLE CONTRACTOR & SUBCONTRACTOR POLICY REQUIREMENTS

Not applicable for this solicitation.

3.40 PREVAILING WAGE RATE

Not applicable for this solicitation.

3.41 THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Not applicable for this solicitation.

3.42 BID OPENING ATTENDANCE

At the time fixed for the opening of bids, their contents will be read and made public for the information of bidders and other interested persons, who may be present either in person or by representative.

3.43 COMMUNICATIONS AFTER THE BID OPENING

It is highly improper for a bidder, after bid opening, to contact any representative of the County of Burlington to discuss the bids. The solicitation package contains all documents and instructions. These may be supplemented by any comments you wish to make. Such additional material and comments must be submitted with the bid. Should there be any questions concerning the bid submitted, you will be contacted by a representative of the County of Burlington and any discussion or contact will be limited to the questions of the representative.

3.44 RESPONSES

Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the solicitation of bids is not desired. Unless specifically requested in the solicitation, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

3.45 RIGHT TO KNOW ACT

In accordance with this act all successful Contractors will provide "Material Safety Data Sheets" (MSDS), with each product being delivered, when applicable.

3.46 DISQUALIFYING A BIDDER

(Reference: N.J.S.A. Local Public Contracts Law 40A:11-4 (P.L. 1999, c440)) The governing body of a contracting unit may, by resolution approved by a majority of the governing body and subject to subsections b. and c. of this section, disqualify a bidder who would otherwise be determined to be the lowest responsible bidder, if the governing body finds out it has had prior negative experience with the bidder.

b. As used in this section, "prior negative experience" means any of the following:

(1) the bidder has been found, through either court adjudication, arbitration, mediation or other contractually stipulated alternative dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete the contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with the contracting unit;

(2) the bidder defaulted on a contract, thereby requiring the local unit to utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract;

(3) the bidder defaulted on a contract, thereby requiring the local unit (County of Burlington) to look to the bidder's surety for completion of the contract or tender of the costs of completion; or

(4) the bidder is debarred or suspended from contracting with any of the agencies or departments of the executive branch of the State of New Jersey at the time of the contract award, whether or not the action was based on experience with the contracting unit (County of Burlington).

c. The following conditions apply if the governing body of a contracting unit is contemplating a disqualification based on prior negative experience:

(1) the existence of any of the indicators of prior negative experience set forth in this section shall not require that a bidder be disqualified. In each instance, the decision to disqualify shall be made within the discretion of the governing body and shall be rendered in the best interests of the contracting unit.

(2) all mitigating factors shall be considered in determining the seriousness of the prior negative experience and in deciding whether disqualification is warranted.

(3) the bidder shall be furnished by the governing body with a written notice

(a) stating that a disqualification is being considered;

(b) setting forth the reason for the disqualification; and

(c) indicating that the bidder shall be accorded an opportunity for a hearing before the governing body if the so requests within a stated period of time. At the hearing, the bidder shall show good cause why the bidder should not be disqualified by presenting documents and testimony.

If the governing body determines that good cause has not been shown by the bidder, it may vote to find the bidder lacking in responsibility and thus disqualified.

(4) disqualification shall be for a reasonable, defined period of time which shall not exceed five (5) years.

(5) a disqualification, other than a disqualification pursuant to which a governing body is prohibited by law from entering into a contract with a bidder, may be voided or the period thereof may be reduced, in the discretion of the governing body, upon the submission of a good faith application under oath, supported by documentary evidence, setting forth substantial and appropriate grounds for the granting of relief, such as reversal of a judgement, or actual change of ownership, management or control of the bidder.

3.47 CHALLENGE TO BID SPECIFICATIONS

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the County of Burlington Purchasing Agent no less than three business days prior to the opening of the bids

Challenges filed after that time shall be considered void and having no impact on the County of Burlington or the award of a contract.

3.48 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

N.J.S.A. 52:32-44 imposes certain requirements upon a business competing for or entering into a contract with Burlington County, a public contracting agency.

A Business Registration Certificate issued by the Division of Revenue in the New Jersey Department of the Treasury to a bidder for the contract must be submitted either with the bid or prior to the final award of contract to the successful bidder.

The submittal of a Business Registration Certificate is not required from a government agency or an organization organized as a nonprofit entity under 26 U.S.C. Section 501(c).

In addition to the Business Registration Certificate of the bidder, a Business Registration Certificate must be submitted with the bid or prior to the final award of contract for each of the subcontractors named in the bid as required by N.J.S.A. 40A:11-16.

The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract. The County shall not be responsible for a contractor's failure to comply with this paragraph.

For the term of this contract, the contractor and subcontractors, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State. For the purposes of this paragraph, "affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. For purposes of this paragraph, an entity controls another entity if it owns, directly or individually, more than 50% of the ownership interest in that entity.

Applications for Business Registration Certificates can be submitted to the Division of Taxation, New Jersey Department of the Treasury at:

<http://www.state.nj.us/treasury/busregcert.htm>.

3.49 CONTRACT EXTENSION

The Contract term for this Request for Bid or Proposal may be extended by a

one two-year,

Or

two one-year,

extensions, subject to the following limitations:

- e. The contract shall be awarded by resolution of the governing body upon a finding by the governing body that the service(s) are being performed in an effective and efficient manner;
- f. No such contract shall be extended so that it runs for more than a total of five (5) consecutive years;
- g. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the **index rate** for the twelve (12) months preceding the most recent quarterly calculation available at the time the contract is renewed; and

Definition (38) "**Index rate**" means the rate of annual percentage increase, rounded to the nearest half-percent, in the **Implicit Price Deflator for State and Local Government Purchases of Goods and Services**, computed and published quarterly by the United states Department of Commerce, Bureau of Economic Analysis.

New Jersey Local Procurement Laws describes "Index Rate" and posts most current rate with date.

The "index rate" is used by New Jersey governments to calculate the rate of increase of government goods and services. The index used is the "State and Local Government Implicit Price Deflator," that is computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis. It is found in the Bureau's quarterly publication, "[Survey of Current Business, Table 7.1, Quantity and Price Indexes for Gross Domestic Product, State and local section.](#)"

If the local contracting unit desires to extend a contract under the provisions of N.J.S.A. 40A:11-15 or 18A:18A-42, the index rate is used to determine the appropriate increase in the contract price. Any price change in the contract as part of an extension is based upon the price of the original contract and shall not exceed the changes in the index rate for the 12 months proceeding the most recent quarterly calculation available at the time the contract is renewed.

All contracts shall cease to have effect at the end of the contracted period and shall not be extended by any mechanism or provision, unless in conformance with the "Local Public Contracts Law," P.L.1971,c.198(C.40A:11-1 et seq.), except that a contract may be extended by mutual agreement of the parties to the contract when a contracting unit has commenced re-bidding prior to the time the contract expires or when the awarding of a contract is pending at the time the contract expires. (cf:P.L.1999,c23,s64)

3.50 W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

The W-9, Request for Taxpayer Identification Number and Certification, is requested by the County of Burlington, Division of Purchase.

OCTOBER 4, 2011
MOUNT HOLLY, NEW JERSEY

4.00 CONTRACT FORMS

4.01 BID GUARANTEE ATTACHED

NOTE: ATTACH BID BOND WITH POWER OF ATTORNEY OR CHECK HERE

4.02 PERFORMANCE GUARANTEE

Not applicable for this solicitation.

4.03 CONSENT OF SURETY

Not applicable for this solicitation.

4.05 STOCKHOLDER DISCLOSURE CERTIFICATION FORM (This Statement Shall Be Included with Bid Submission)

Name of Business _____

I, the undersigned, certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the corporation's stock and/or the individual partners owning 10% or greater interest in the partnership.

OR

I, the undersigned, certify that no one stockholder owns 10% or more of the issued and outstanding stock of the corporation or of the partnership.

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation

Limited Liability Partnership Subchapter S Corporation

Sign and notarize the form below, and if necessary, complete the stockholder list below.

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Subscribed and sworn before me this ____ day

of _____, 2 ____.

(Notary Public)

My Commission expires:

(Affiant)

(Print Name & Title of Affiant)

(Corporate Seal)

4.06 HOLD HARMLESS/INDEMNIFICATION AGREEMENT

The BIDDER, if awarded the CONTRACT under these specifications, [hereinafter BIDDER/CONTRACTOR] agrees to indemnify and hold harmless the Board of Chosen Freeholders of the County of Burlington, its officer, employees, agents and servants from and against any and all claims, demands, suits, actions, recoveries, judgements, costs and expenses including attorneys fees, incurred or suffered on account of property damage or loss and/or personal injury including loss of life of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of the BIDDER/CONTRACTOR, its employees, agents, servants or subcontractors in the performance of the work to be performed pursuant to these specifications or the failure of the BIDDER/CONTRACTOR, its employees, agents, servants or subcontractors to comply with any term or condition of these specifications. The BIDDER/CONTRACTOR further agrees that this indemnification by the BIDDER/CONTRACTOR shall continue after completion of the CONTRACT for all claims, demands, suits, actions, recoveries, judgements, costs and expenses including attorneys fees resulting from acts or omissions of the BIDDER/CONTRACTOR, its employees, agents, servants or subcontractors which occur prior to the completion of the CONTRACT.

(Firm name)

_____, 20____
(Date signed)

(Signature)

(Type or print name and title)

(Address)

[Corporate seal]

(City, State) (Zip Code)

ATTEST: _____
(Signature)

(Type or print name/title)

4.07 NON-COLLUSION CERTIFICATION

The undersigned bidder hereby specifically certifies that, to the best of its knowledge and belief, the annexed bid for the above named project has not been prepared in collusion with any other bidder or like item or service and that the prices, discounts, terms, and conditions thereof have not been directly or indirectly communicated by or on behalf of said bidder to any such person other than the recipient of such bid and will not be communicated to any such person prior to the official opening of said bid.

Bidder fully understands that no premiums, rebates or gratuities are permitted either with, prior to, or after signing of contract. Any such violation will result in cancellation and the removal from bid list.

Undersigned bidder further certifies that it has the necessary authority to sign this stipulation stating it has not entered into any agreement or otherwise taken any action in restraint of free competitive bidding in connection with above-named project.

This certification may be treated for all purposes as a sworn statement made under the oath as equivalent affirmation, and that, any statements made herein are untrue the bidder may be subject to the provisions of N.J.S.A. 2C:28 -1 through N.J.S.A. 2C:28 - 3 inclusive, and relevant sequential sections, and if applicable, 18 U.S.C. 1001, et seq.

(Firm name)

(Signature)

(Type or print name and title)

(Address)

(City, State) (Zip Code)

Dated: _____, 20__

4.08 EQUAL EMPLOYMENT OPPORTUNITY

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

4.09 EQUAL EMPLOYMENT OPPORTUNITY QUESTIONNAIRE

Complete questionnaire in the event that you or your firm is awarded this contract. The necessary forms (AA302) will be sent by the County prior to award. This form should be submitted with your bid.

1. Our company has a Federal or State of New Jersey Affirmative Action Plan approval.

[] YES [] NO

A. If yes, attach a photocopy of said approval to this page. Acceptable approvals are a current letter (not more than one (1) year from date) from the United States Department of Labor or a State of New Jersey Certificate of Employee Information Report.

B. If no, and you become successful bidder, an Employee Information Report (Form AA302) will be provided and must be submitted within seven (7) days after receipt of the notification of intent to award the contract.

You must enter the Contract number shown on the cover of this solicitation on all forms submitted.

I certify that the above information is correct to the best of my knowledge.

SIGNATURE _____

NAME _____ TITLE _____

BUSINESS NAME _____

DATE _____, 20__

=====
N O T E : ATTACH COPY OF FORM HERE
=====

4.10 QUALIFICATION QUESTIONNAIRES

4.10A QUALIFICATION QUESTIONNAIRE

Experience:

Length of Time in Business _____ years

Number of Employees _____

State License Number, if applicable _____

I am am not on the New Jersey Debarred vendor list.

Minority Small Business Women Owned

Who will supervise the job? _____
(Name) (Title)

Telephone Number: (____) _____

E-mail address: _____

Who is the responsible contractor administrator?

(Name) (Title)

Telephone Number: (____) _____

E-mail address: _____

REFERENCES: (similar type work completed or currently under contract over the past five years.)

1. ---

Name of Contract _____

Description of Contract _____

Term of Contract _____

Amount of Contract (Include all changes) \$ _____

Name of Owner _____
(To whom service was/is provided)

Address of Owner _____

Phone Number (____) _____ Contact Person: _____

2. ---

Name of Contract _____

Description of Contract _____

Term of Contract _____

Amount of Contract (Include all changes) \$ _____

Name of Owner _____
(To whom service was/is provided)

Address of Owner _____

Phone Number (____) _____ Contact Person: _____

3. ---

Name of Contract _____

Description of Contract _____

Term of Contract _____

Amount of Contract (Include all changes) \$ _____

Name of Owner _____
(To whom service was/is provided)

Address of Owner _____

Phone Number (____) _____ Contact Person: _____

I state that the information contained herein is true and correct.

Prepared by: _____

Signature: _____

Title: _____

Business name: _____

Business address: _____

(City) (State) (Zip Code)

Telephone: (____) _____

Toll Free Telephone: (____) _____

Fax Telephone: (____) _____

Federal ID No. _____

_____, 20____
(Witness) (Date)

NOTE: The County reserves the right to reject any bidder on the basis of the information supplied in the qualification questionnaire.

4.10B QUALIFICATION QUESTIONNAIRE (EQUIPMENT and SUPPLIES)

MANUFACTURERS NAME AND MODEL NUMBER: _____

Attach brochure or other document showing the specification of the item* being proposed in response to this solicitation.

o DELIVERY TIME REQUIRED: _____

o WARRANTY INFORMATION (YEARS, TYPE, ETC) (attach copies of warranty documents) see 1.13 on warranty.

o NAME, ADDRESS, PHONE NUMBER AND CONTACT NAME OF LOCAL SERVICING FACILITY _____

o NUMBER OF MILES FROM SERVICE FACILITY TO THE BURLINGTON COUNTY OFFICE BUILDING, MOUNT HOLLY _____

o BIDDER SHALL STATE PROMPTNESS FACTOR THE COUNTY MAY EXPECT ON WARRANTY CHECKUPS, PERIODIC SERVICE REQUIREMENTS, REPAIR

4.11 RESPONSIBLE CONTRACTOR AND SUBCONTRACTOR POLICY CERTIFICATION

Not applicable for this solicitation.

4.12 PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE

Not applicable for this solicitation.

4.13 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

=====
ATTACH CERTIFICATE HERE
=====

4.14 STATEMENT FROM INSURANCE BROKER

=====
INSERT STATEMENT HERE
=====

Insert a statement from the bidder's insurance broker stating that they will, upon successful award of this contract to their client, supply the bidder with insurance in the limits as required by this specification.

4.15 W-9 TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION

=====
ATTACH CERTIFICATE HERE
=====

COUNTY OF BURLINGTON, NEW JERSEY

5.00 CONTRACT FORMS

Applicable form must be signed and returned with bid.

5.01 CERTIFICATION OF CONTRACT - CORPORATION

This contract consists of all specifications, terms and conditions, forms and all other documents contained in the solicitation for bids, as well as any specifications, terms and conditions, forms and all other documents contained in any addenda issued prior to the opening of bids. All documents submitted with a bid are incorporated into the contract and become terms of the contract.

The signature of the corporation attests that 1) the bidder is aware of all specifications, terms and conditions, forms and all other documents contained in the solicitation for bids including addenda and 2) that this bid is an offer of contract.

The acceptance of the offer of contract by the Board of Chosen Freeholders of the County of Burlington is evidenced by the signature of the agent of the Board of Chosen Freeholders and the date of the agent's signature is the effective date of the contract.

_____, 20____
(Date signed)

(CORPORATE name)

(Signature)

(Type or print name and title)

[Corporate seal]

(Address)

ATTEST: _____
(Signature)

(City/State) (Zip Code)

(Type or print name/title)

===== **(Do Not Write Below This Line. For County Use Only.)**

The above offer is hereby accepted
this ____ day of _____, 20____

ATTEST:

(County seal)

BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BURLINGTON

By: _____
Paul Drayton,
County Administrator/
Board Clerk

COUNTY OF BURLINGTON, NEW JERSEY

5.02 CERTIFICATION OF CONTRACT - PARTNERSHIP

This contract consists of all specifications, terms and conditions, forms and all other documents contained in the solicitation for bids, as well as any specifications, terms and conditions, forms and all other documents contained in any addenda issued prior to the opening of bids. All documents submitted with a bid are incorporated into the contract and become terms of the contract.

The signature of the partnership attests that 1) the bidder is aware of all specifications, terms and conditions, forms and all other documents contained in the solicitation for bids including addenda and 2) that this bid is an offer of contract.

The acceptance of the offer of contract by the Board of Chosen Freeholders of the County of Burlington is evidenced by the signature of the agent of the Board of Chosen Freeholders and the date of the agent's signature is the effective date of the contract.

_____, 20____
(Date signed)

(Name of PARTNERSHIP)

(Signature)

Signed and Sealed
in the presence of:

(Type or print name and title)

(Name)

(Address)

(City/State) (Zip Code)

=====
(Do Not Write Below This Line. For County Use Only.)

The above offer is hereby accepted
this ____ day of _____, 20____

ATTEST:

BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BURLINGTON

(County seal)

By: _____
Paul Drayton,
County Administrator/
Board Clerk

COUNTY OF BURLINGTON, NEW JERSEY

5.03 CERTIFICATION OF CONTRACT - INDIVIDUAL

This contract consists of all specifications, terms and conditions, forms and all other documents contained in the solicitation for bids, as well as any specifications, terms and conditions, forms and all other documents contained in any addenda issued prior to the opening of bids. All documents submitted with a bid are incorporated into the contract and become terms of the contract.

The signature of the individual attests that 1) the bidder is aware of all specifications, terms and conditions, forms and all other documents contained in the solicitation for bids including addenda and 2) that this bid is an offer of contract.

The acceptance of the offer of contract by the Board of Chosen Freeholders of the County of Burlington is evidenced by the signature of the agent of the Board of Chosen Freeholders and the date of the agent's signature is the effective date of the contract.

(Print name of INDIVIDUAL)

(Signature)

_____, 20____
(Date signed)

(Address)

(City/State) (Zip Code)

WITNESS: _____
(Name)

=====
(Do Not Write Below This Line. For County Use Only.)

ATTEST:

The above offer is hereby accepted
this ____ day of _____, 20____

(County seal)

BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BURLINGTON

By: _____
Paul Drayton,
County Administrator/
Board Clerk

**Board of Chosen Freeholders
Of The County of Burlington**
MOUNT HOLLY, NEW JERSEY



DEPARTMENT OF
INFORMATION TECHNOLOGY
49 Rancocas Road, Room 111
P.O. Box 6000
Mount Holly, NJ 08060-6000

Nicholas J. Behmke
Director of Information Technology
Telephone No. - (609) 265-5125
FAX No. - (609) 265-3721
Email - NBehmke@co.burlington.nj.us

Date: August 16, 2011
To: Division of Purchase
County office Building
Room 104
From: Nicholas J. Behmke, Director of Information Technology
Subject: Request for Authorization To Purchase Annual Internet Service

I hereby certify that this Request for Authorization to Purchase is for the provision of annual Internet Service of existing proprietary data services. All internal IP routing devices are currently configured via this proprietary communications infrastructure currently installed with Verizon. Acquisition of any other Internet Service would be a detriment to the county due to the substantial investment of existing hardware and reconfiguration of systems across the entire enterprise. Procurement of this Internet Service is proprietary because the circuit is specialized in nature, owned and managed by Verizon having the exclusive right to sell the service for 49 Rancocas Rd and 1 Academy Drive. The above purchase is in accordance with the N.J.S.A. 40A:11-5(1)(dd) Exceptions provided within the Public Contracts Law.

This is for the purchase of new equipment and associated software:

Hardware: Verizon
Location: Administration Bldg, 49 Rancocas Rd. Mt. Holly, NJ 08060
Public Safety Center, 1 Academy Drive, Westampton, NJ 08060

SOURCE:

FIRM: To be bid
PURPOSE: Redundant Internet Service

This provision shall not be utilized to acquire or upgrade non-proprietary hardware or to acquire or update non-proprietary software.

Attached are copies of all written proposals, quotations, contracts, and warranties.

I, Nicholas J. Behmke, swear that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Date: 8/16/11 Nicholas J. Behmke (signature)