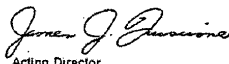


Under the Local Public Contracts Law (N.J.S.A. 40A:11-23.2), failure to submit proof of registration with a bid warrants a mandatory rejection of bids as a non-waivable defect. This applies to construction work, as well as non-construction bids, and Competitive Contracting requests for proposals. Under case law, this requirement falls into the category of documents where failure to submit proof is deemed a fatal defect that renders the bid proposal unresponsive and one that cannot be cured by the governing body.

To obtain a Business Registration Certificate, contact the New Jersey Division of Revenue at 1-609-292-1730
or
register online @ www.state.nj.us/treasury/revenue/busregcert.htm

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO SUBMIT ONE OF THESE DOCUMENTS WITH THE BID WILL CAUSE YOUR BID TO BE REJECTED,
REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE COUNTY OF ESSEX.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
 Acting Director New Jersey Division of Revenue		
FORM-BRC(08-04)		

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Effective Date:	
Date of Issuance:	
For Office Use Only: 20080813113035127	



COUNTY OF ESSEX

Proposal to: The County of Essex
465 Dr. Martin Luther King Jr. Blvd.
Room 333
Newark, N.J. 07102

Bid Proposal No. 09-199.1
Advertised Date: October 6, 2009
Return Date: October 16, 2009
Time: 11:00 a.m.
Bid Room: 332

BID FORM

Pursuant to public advertisement, we, the undersigned, hereby declare that we have carefully examined the attached proposal, specifications and bid form sheets 1 through 35 attached hereto and dated October 6, 2009 to:

PROVIDE INTERNET, PHONE AND TELEVISION SERVICES FOR ESSEX COUNTY KIP'S CASTLE CARRIAGE HOUSE FOR HOUSING & COMMUNITY DEVELOPMENT

Contract Period: One year from date of award with second year option

This proposal is submitted to Advertised Bid Proposal No. 09-199.1 at firm prices, excluding all taxes and including all transportation and delivery charges fully prepaid F.O.B. destination, inside delivery, debris removed, in accordance with the General Specifications, Requirements and Schedules specified herein.

The **TRADE NAME** or **BRAND NAME** offered must be shown on the bid if called for, or the bid may be rejected. Bidder must be prepared to submit samples, if requested by the Purchasing Agent.

It is understood that the attached general specifications are an integral part of the proposal and that the Board of Chosen Freeholders reserves the right to reject any or all bids in compliance with the Local Public Contract Law, NJSA 40A:11-1 et seq. and to waive immaterial informalities. Bidders are required to comply with the requirement of N.J.S.A. 10:5-31, et seq. and the Americans with Disabilities Act and N.J.A.C. 17:27.

The undersigned is a (**circle one**) individual, partnership, corporation or Limited Liability Company (formed under the laws of the State of _____).

READ THIS BEFORE SIGNING AND BE ADVISED

**FAILURE TO SIGN THIS BID BY AN AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION
OF PROPOSAL REFER TO PARAGRAPHS "1", "2" AND "3" ON PAGE "2" FOR SIGNATURE
REQUIREMENTS.**

Respectfully submitted:

Signature: _____
(President, Vice President or Authorized Representative)

Company _____

Name _____
(Print)

Address _____

Position _____

Telephone No. (____) _____

BIDDER SHOULD SUBMIT ONE (1) ORIGINAL AND TWO (2) COPIES OF THIS PROPOSAL

Date: _____

SIGNATURE REQUIREMENTS FOR BID FORM

SOLE PROPRIETOR – Owner must sign bid document.

PARTNERSHIPS – If the firm bidding is a **Partnership**, this proposal must be signed by at least one (1) partner. **If the “POSITION” of signatory on the BID FORM does not state “Partner”, this proposal will be rejected.**

CORPORATIONS – If the firm bidding is a **Corporation**, this proposal must be signed by its President or other officer, i.e., Vice President, Treasurer, Comptroller or Secretary. This proposal may be executed by other than the aforesaid corporate officer, if they have been duly authorized to so act on behalf of the corporate officers, pursuant to a resolution of the corporate Board of Directors. In that event, a certified copy of said Resolution or Authorization **must** be attached to this proposal. **If a certified copy of the Resolution is not attached, this proposal may be rejected.**

LIMITED LIABILITY COMPANY (LLC) – If the firm bidding is a LLC, under the provisions of N.J.S.A.42:2B-1, New Jersey Limited Liability Company Act, this proposal must be signed by a Member or a Manager of the LLC, as defined by Title 42:2B-9. This proposal may be executed by other than the aforesaid Member or Manager, if they have been duly authorized to so act on behalf of the LLC, pursuant to a resolution by the LLC. In that event, a certified copy of said Resolution or Authorization must be attached to this proposal. **If a certified copy of the Resolution is not attached, this proposal may be rejected.**

This bid must be returned to the Essex County Office of Purchasing in its entirety and without alteration in order to be considered for award.

ANY ALTERATIONS TO THIS BID WILL BE GROUNDS FOR REJECTION.

Bids will be received on the proposal forms provided in the manner designated therein, and clearly marked on the outside of the envelope **“SEALED BID”** with the **BID PROPOSAL NUMBER** and **SUBJECT** noted. Bids must be addressed to:

PURCHASING AGENT
COUNTY OF ESSEX
OFFICE OF PURCHASING ROOM 333
465 DR. MARTIN LUTHER KING JR., BLVD.
NEWARK, NEW JERSEY 07102

Bids will be accepted by mail or in person before the hour designated but none will be accepted after the specified time. The County will not be responsible for late delivery by the United States Postal Service or any other carrier.

**THIS BID MUST BE RETURNED IN ITS ENTIRETY IN ORDER TO BE CONSIDERED
FOR AN AWARD.**

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THE ITEMS LISTED BELOW MUST ACCOMPANY EACH BID. FAILURE TO PROVIDE THESE ITEMS AND THE ENTIRE BID PACKAGE WILL BE CAUSE FOR REJECTING THIS PROPOSAL. FORMS HAVE BEEN PROVIDED TO COMPLETE THIS PROCESS.

Disclosure Statement – In compliance with the New Jersey Local Government Ethics Law (N.J.S.A. 40A:9-22-1 et seq.) every bidder must disclose if he/she is an Essex County officer or employee or whether an immediate family member is an Essex County officer or employee.

Non-Collusion Affidavit – Bidder must attest that they have full authority to submit and execute this proposal and that the bidder has not taken, or has knowledge of, any action in restraint of free competitive bidding

Affirmative Action Requirements – Bidders are required to comply with the requirements of P.L. 1975, c. 127 (N.J.S.A. 10:5-31, et seq.) and N.J.A.C. 17:27 et seq.

Statement of Individual(s) Owning 10% or more of stock or interest in the bidder's Business Entity – Failure to provide this information will result **in automatic rejection** of the bid submittal.

Current Insurance Policy or "Consent" of Insurance – Bidder must provide a current certificate of insurance underwritten by an insurance company licensed to issue policies within the State of New Jersey in the categories and amounts listed on the form. All certificates maintained shall name the County of Essex as an additional named insured and shall provide for thirty (30) days written notice to the County of cancellation and/or modifications of such policies, except for non-payment which would be ten (10) days, and the contractor/vendor shall provide the Office of Purchasing with certificates of insurance evidencing such policies and provisions.

Bidders lacking such coverage, must have the attached "Consent of Insurance" form fully executed and returned with this bid as proof that such coverage will be in place at the time of the signing of the contract. Evidence of actual insurance coverage must be by way of a certificate of insurance, which shall be submitted to the Office of Purchasing with the return of the signed Memorandum of Agreement issued by the Office of Purchasing.

Hold Harmless Agreement - The contractor/vendor shall indemnify and hold the County of Essex, its employees and agents, harmless from any and all loss, liability or damage of any kind whatsoever.

Political Contribution Form – Successful bidder agrees to provide certain political contribution information made within five years next preceding the date of a contract award.

Americans With Disabilities Act – Bidder is subject to compliance with the provisions of Title 11 of the Americans With Disabilities Act of 1990 (42 U.S.C.S12.101 et seq.).

Completed Vendor Information Sheet – Bidder needs to complete to assure proper direction of various correspondence.

Bidder's Affidavit – Bidder must attest that he/she has the authority to submit this bid, and that the declarations and statements are true and accurate. Document must be notarized.

Business Registration Certificate – Effective September 1, 2004, a copy of the Business Registration Certificate **issued** by the NJ Department of Treasury **must be provided** at the time the bid is submitted; failure to do so is a **fatal defect that cannot be cured.**

GENERAL CONDITIONS

These General Conditions shall become part of this proposal.

Bid proposal must be delivered to the Essex County Office of Purchasing, Hall of Records, 465 Dr. Martin Luther King, Jr. Blvd., Room 333, Newark, NJ 07102, before the date and time specified on Page 1 one of this document. All bid proposals must be time stamped by the Purchasing Office staff before the time specified on the proposal.

1. This bid must be returned in its entirety in order to be considered for an award.
2. Bidders are required to comply with Title 40A of the New Jersey Statutes Annotated, Public Law 1971, c. 198, "Local Public Contract Law" (N.J.S.A. 40A:11-1, et seq.)
3. Award(s) of contract shall be by Resolution of the Essex County Board of Chosen Freeholders.
4. Award(s) of contract and all subsequent orders issued pursuant to and against said contract shall be contingent upon a sufficiency of funds appropriated by the Essex County Board of Chosen Freeholders.
5. Bid proposals must be prepared with typewriter or pen. Proposals prepared in pencil will not be accepted. **Each bid must be signed in ink only by a person authorized to do so.** Proposals showing any alteration must be initialed by bidder in ink. Altered items not initialed will not be considered for award. Fax, telegraphic or facsimile signatures will not be considered.
6. Bid proposals must be submitted only on forms provided for that purpose. The proposals must be filled in completely. Failure to comply with any requirement herein may result in rejection of the bid.
7. Whether mailed or delivered by hand, every bid must be enclosed in a sealed envelope with the following information clearly written on the face of the envelope: bid number; title of bid; date of bid; and opening time of bid. The County is not responsible for any bid that was not received in the Office of Purchasing. The County of Essex disclaims any responsibility for bids forwarded by regular or overnight mail, or courier service. **Bids received after the time for opening will be returned unopened.**
8. Contract(s) will be awarded to the lowest responsive/responsible bidder(s) meeting specifications. The County alone reserves the right to reject all bids, in compliance with the Local Public Contracts Law, to waive informalities, irregularities, or minor defects, and make awards and/or partial awards on the basis of firm net unit prices, sub-total price or on a lump sum basis, whichever is deemed by the County to be in its best interest.
9. Purchases made by the County of items listed in this bid proposal are not subject to state or local sales; use taxes; or federal excise taxes. The Federal Employer's Identification for the County of Essex is IRS #22-6002433/0000.

10. Prices quoted shall be firm, net exclusive of all taxes and must include all transportation, delivery, and unloading costs, fully prepaid F.O.B. destination, inside delivery, installation and debris removed. Prices should be stated in units of the quantity specified. Only one bid price per line item will be acceptable. Multiple product choices and prices per item will be grounds for rejection of offers for that item.
11. Quantities as shown are approximate; the County reserves the right to increase or decrease quantities by twenty percent (20%) at the unit bid price. In the event of a manufacturer's price decrease during the contract period, the County shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Purchasing Agent must be notified in writing of any price reduction within five (5) days of the effective date. The prices stated in this bid, by mutual consent of the County of Essex and the successful bidder may be extended for such reasonable time as may be agreed upon until such time as new proposals are received, accepted and awarded (N.J.S.A. 40A:11-15, last paragraph).
12. No claim for relief because of mistakes or omissions in bidding will be entertained. Bidders making bids will be held to have accepted the terms and conditions of the specifications.
13. "The New Jersey Prevailing Wage Act" (P.L 1963, Chapter 150 as amended through July 3, 1974 P.L. 1979, c. 303, effective January 17, 1980) is hereby made a part of every contract entered into by the County of Essex except those contracts which are not within the contemplation of the Act, and the Bidder's signature on the proposal is the Bidder's guarantee that neither the bidder nor any subcontractors that the Bidder might employ to perform the work covered by this proposal are listed or are on record in the Office of the Commissioner of the New Jersey State Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

The Contractor shall pay (and shall cause all Subcontractors to pay) to their workers, laborers, and mechanics employed by him or them to work on an hourly or daily basis at any trade or occupation at or about the construction sites, at a minimum the prevailing rate of wage for others engaged in the same trade or occupation in the locality in which work is being performed, as set forth under New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and if such workers, laborers or mechanics are employed for more than eight hours in any calendar day, they shall be paid at an increased rate for overtime.

The prevailing wage rates are determined by the New Jersey State Department of Labor. A copy of the applicable prevailing wage rates to be paid under contract may be obtained from the Department of Labor (www.state.nj.us/labor/lssse/wagerate.htm). The State Wage Rates in effect at the time of award will be made a part of this contract pursuant to Chapter 150, Laws of 1963 N.J.S.A. 34:11-56.25 et seq. The provisions of this clause are inserted for the benefit of such workers, laborers, and mechanics, as well as for the benefit of the County of Essex; and if the Contractor or any Subcontractor shall pay any such worker, laborer or mechanic less than the rates of

wages described above, such worker, laborer or mechanic shall have a direct right of action against the Contractor or such Subcontractor for the difference between the wages actually paid and those to which he/she is entitled under this clause. If such worker, laborer, or mechanic is employed by any subcontractor whose subcontract does not contain a provision substantially similar to the provisions of this clause (requiring the payment of at least the above minimum wages, and providing for a cause of action in the event of the Subcontractor's failure to pay such wages), such worker, laborer, and mechanic shall have a direct right of action against the Contractor. The County of Essex shall not be a direct right of action against the Contractor. The County of Essex shall not be a necessary party to any action brought by any worker, laborer, or mechanic to obtain a money judgment against the contractor, or any subcontractor, pursuant to this clause. However, in the event it is found that any worker employed by the Contractor or any subcontractor covered by the contract has been paid a rate of wages less than the prevailing wages required to be paid by the contract, the County of Essex may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work, to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his/her sureties shall be liable to the County of Essex for any excess costs occasioned thereby.

Nothing herein contained shall be construed to prevent the Contractor or any Subcontractor from paying higher rates of wages than the minimum rates prescribed herein; and nothing herein contained shall be construed to constitute a representation or guarantee that the Contractor or any Subcontractor can obtain workers, laborers, and mechanics for the minimum rates or wages prescribed herein.

14. The vendor must comply with all local, county, state and federal laws, rules and regulations applicable to this contract and to the work to be done hereunder.
15. BUY AMERICAN - Only manufactured and farm products of the United States, wherever available, shall be used under this contract, pursuant to N.J.S.A. 40A:11-18. However, the decision of the Board of Freeholders will be paramount where the price discrepancy favors the foreign goods or products and said decision does not conflict with the law.
16. The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the County of Essex and its employees from and against any and all liability claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and /or materials supplied under this contract.
17. Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal, or School District contract for the performance of any work of 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, which shall set forth the names and addresses of all stockholders in the corporation who own ten percent or more of this stock of any class,

or all individual partners in the partnership who own a ten percent or greater interest therein. If one or more such stockholders or partner is itself a corporation the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in the partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

18. The County of Essex shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than sixty (60) days, except that the bids of any bidders who consent thereto may, at the request of the County, be held for consideration for such longer period as may be agreed (N.J.S.A. 40A:11-24).
19. Equal or Tie Bids. The County reserves the right to award at its discretion the contract to any one of the tie bidders.
20. Where circumstances and/or the needs of the County significantly change, or the contract is otherwise deemed no longer to be in the public interest, the County of Essex may modify quantities or terminate a contract entered into as a result of this bid, upon no less than thirty (30) days notice to the vendor and an opportunity to respond.
21. Where a vendor fails to perform or comply with a contract the Board of Chosen Freeholders may terminate the contract upon five (5) days notice to the vendor with an opportunity to respond.
22. For purposes of evaluation, the bidder must indicate any variance to the specifications, terms, and/or conditions, no matter how slight. If variations are not stated in the proposal, it will be construed that the goods and/or services offered in the bid fully comply with the specifications.
23. Bidders will deliver their goods and services to the location(s) and on date(s) specified in the bid proposal. If the County has not specified a delivery date, the bidder, may be requested to state their proposed delivery date on the price sheet.
24. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the bid specifications.
25. All contracts for the provision of goods and services to the County shall be performed in strict and full compliance with the specifications. Payment to vendors for services will not be made until final agency approval is given. The County of Essex shall pay for delivery of goods and/or rendering of services after receiving a signed County Voucher Form and the contract has been fully executed.
26. In case of failure to furnish any or all of the goods or services herein specified in accordance with the bid advertisement, bid document, and the agreement affected thereby, the County may purchase goods and services elsewhere and, if it does so, shall be entitled to recover costs plus damages from the bidder directly or by charging the same to Surety's account.

27. WORKER AND COMMUNITY RIGHT TO KNOW ACT: Pursuant to N.J.A.C. 8:59.1 et seq., every container of product(s) delivered under terms of this Bid Proposal must bear a label indicating the chemical name and Chemical Abstract Service Number of all hazardous substances present in a concentration of 1% or greater, all substances in a concentration of .1% or greater that may pose a special hazard as a carcinogen, mutagen or teratogen. In addition, the five most predominant substances present must be indicated, whether hazardous or not. Finally, those containers that do not account for 99% of the contents, must be marked "CONTENTS PARTIALLY UNKNOWN". If none of the contents are listed, "CONTENTS UNKNOWN" must be on the label. Synonyms of chemical names or any name recognized by the Chemical Abstract Service may be used. Every carton of the product must also include a copy of the Material Safety Data Sheet. PROPER COMPLIANCE SHALL BE DEEMED A TERM AND CONDITION OF THE PURCHASE CONTRACT.

28.

EXHIBIT A

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS
(Mandatory Affirmative Action Language)

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments

under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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 attempt in good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C.17:27-5.2** or a binding determination of the applicable county employment goals determined by the Division, pursuant to **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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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: Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report; Employee Information Report Form AA302.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27).** (revised 10/27/05)

29. More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

30. Samples, when required, of all articles must conform strictly to specifications and shall be submitted for inspection before acceptance at the request of the Purchasing Agent.
31. In those cases where a manufacturer's brand name and model number are used to describe the basic standard or quality desired by the County, equivalent alternatives may be bid. The burden of proving equivalency of any alternate proposal lies with the bidder. A bidder may attempt to show equivalency by submission of brochures giving complete manufacturer's specifications, analysis of materials offered or descriptive bulletins. Failure to submit evidence of equivalency with the bid submittal may be cause for rejection of the bid.
32. The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the County of Essex.
33. The County's failure to apprise bidders of all factors and conditions, which may affect equipment and installation costs, will not be considered cause for additional charges over and above bid pricing.
34. The County reserves the right to inspect the bidder's establishment before making an award.
35. The bidder hereby certifies that the products offered are standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Sufficient quantities of parts necessary for proper service of equipment must be maintained at distribution points and service headquarters. All equipment supplied to the County and operated by electrical current is UL approved. All new machines are to be guaranteed for a minimum period of one (1) year, unless a longer guarantee period is provided in the bid price, from the time of delivery, or installation if the bidder is to install commodity, and prompt maintenance and repair service shall be rendered within 48-hours of notification. The vendor shall be responsible for the delivery of material in first class condition to the County's using agency or as directed in the bid specifications, in accordance with good commercial practice.
36. Vendor shall immediately replace any articles, which are rejected for failure to meet the requirements of the specifications.
37. Bidders wishing to file an exception, challenge or to otherwise bring irregularities or questions concerning this bid to the attention of the County Purchasing Agent must do so in writing no later than three (3) working days prior to the scheduled opening date of this bid. The County of Essex will not be responsible for verbal answers or instructions given to any person or persons in response to inquiries as to the intent or meaning of the specifications previous to the award of the contract. All responses will be communicated to all bidders through the addenda process.

38. After bids are opened, and the successful Bidder determined, a "Notice of Award" or equivalent will be forwarded to all Using County Agencies and the successful bidder. It is required that the supplier cooperate with Using County Agencies to the fullest extent and that the materials supplied are delivered to each Using County Agency are in strict accordance with the specifications and delivery requirements of the bid proposal.
39. All stockholders or individuals who own ten (10) percent or more of the stock of the company or who own ten (10) percent or greater interest therein are required to complete the Authorization and Release Form on page 27.

The Essex County, New Jersey, Office of Inspector General (OIG) will conduct a preliminary due diligence inquiry in order to assure the citizens of Essex County, its employees and all other public and private persons and/or entities that Essex County, New Jersey intends to safeguard its reputation and perform its governmental duties with integrity.

Upon the unsealing of bids, bidders may be required to comply with a more detailed due diligence inquiry by promptly returning all information requested by the OIG with regard to financial condition, litigation, indictments, criminal proceedings and the like in which they are or may have been involved, if any.

In the event that the lowest responsible bidder shall fail to provide the requested information promptly or if the information, in the reasonable opinion of Essex County or its Office of Inspector General/Board of Ethics, might adversely affect the integrity and good reputation of Essex County, New Jersey with the citizens of Essex County, New Jersey and all other public and private persons or entities, then Essex County, New Jersey, shall have the right to terminate this Agreement immediately upon written notice to the lowest responsible bidder and the parties shall have no further obligation or liability hereunder.

DISCLOSURE STATEMENT

The attention of prospective bidders is drawn to the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22-1, et seq.) which prohibits a County Officer or employee or member of his/her immediate family from having an interest in a business organization or engaging in any business transaction, or professional activity which is in substantial conflict with the proper discharge of his/her duties in the public interest.

In furtherance thereof, every bidder must disclose below, being an Essex County officer or employee or whether an immediate family member is an Essex County officer or employee. If the bidder is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.

Please answer the following:

Is the bidder, or a member of the bidder's immediate family, or anyone having an interest in the bidder's business organization including their immediate family members, an officer or employee of Essex County?

NO _____ YES _____

S\ _____

* President, Vice President or Signature of
Authorized Representative

Print Name

Title

If yes, provide the name of the individual and identify the position held, below, and notify in writing the Office of County Counsel, Hall of Records, 465 Dr. Martin Luther King, Jr. Blvd., Room 535, Newark, NJ 07102. (Attach a copy of the correspondence to this form).

NOTE: All terms used herein are to be construed in accordance with their meaning under the Local Government Ethics Law, cited above.

***FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED
COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.**

NON-COLLUSION AFFIDAVIT

I, _____, of the City of _____, in the
County of _____, and the State of _____, of full age,
being duly sworn according to law on my oath depose and say that:

I am _____, of the firm of _____ the
bidder making this Proposal for the above named project, and that I executed the said
Proposal with full authority to do so; that said bidder has not, directly or indirectly,
entered into an agreement, participated in any collusion, or otherwise taken any action in
restraint of free competitive bidding in connection with the above named project and that
all statements contained in said Proposal and in this affidavit are true and correct, and
made with full knowledge that the State of New Jersey, County of Essex, relies upon the
truth of the statements contained in said Proposal and in the statements contained in this
affidavit in awarding the contract for the said project.

I fully warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon an agreement or understanding for a commission, percentage,
brokerage, or contingent fee, except bona fide employees or bona fide established
commercial or selling agencies maintained by _____.
(Company Name)

S/ _____
* President, Vice President or
Signature of Authorized Representative

Print Name

Title

*** FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED
COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.**

AFFIRMATIVE ACTION REQUIREMENTS

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127 (N.J.S.A. 10:5-31, et seq.). See also N.J.A.C. 17:27 et seq.

REQUIRED AFFIRMATIVE ACTION EVIDENCE

A. PROCUREMENT & SERVICE CONTRACT (which are not subject to a Federally approved or sanctioned affirmative action program). All successful vendors must submit within ten (10) calendar days of the notice of intent to award (Memorandum of Agreement) or the signing of the contract, whichever is sooner, one of the following:

1. A PHOTOCOPY OF THEIR FEDERAL LETTER OF AFFIRMATIVE ACTION PLAN APPROVAL.

OR

2. A PHOTOCOPY OF THEIR CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

OR

3. A COMPLETED AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (AA302).

B. CONSTRUCTION CONTRACTS

ALL SUCCESSFUL CONTRACTORS MUST SUBMIT WITHIN TEN (10) DAYS OF THE NOTICE OF INTENT TO AWARD A CONTRACT (MEMORANDUM OF AGREEMENT), AN INITIAL PROJECT MANNING REPORT (AA201) FOR ANY CONTRACT AWARD THAT MEETS OR EXCEEDS THE PUBLIC AGENCY BIDDING THRESHOLD.

THE AFFIRMATIVE ACTION AFFIDAVIT FOR VENDORS HAVING LESS THAN FIFTY (50) EMPLOYEES IS NO LONGER ACCEPTABLE.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, 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 applicable 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, 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:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

STOCKHOLDER DISCLOSURE CERTIFICATION
N.J.S.A. 52:25-24.2 (P.L. 1977 C 33)

Statement setting forth the names and addresses of stockholders or partners owning more than 10% of:

(NAME OF ORGANIZATION)

The following constitute the names and addresses of all stockholders in the corporation if the corporation is a bidder, or partners if the bidder is a partnership who own 10% or more of the corporate stock of the bidder of any class or of all individual partners in the partnership who own 10% or greater interest therein. If one or more such stockholder or partner is itself a corporation or is a partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership, as the case maybe, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria, has been listed. If more space is required, continue on a separate page and include with bid submittal.

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

CHECK TYPE OF BUSINESS ENTITY:

- | | | |
|--|---|--|
| ☐ Limited Partnership | ☐ Subchapter S Corporation | ☐ Limited Liability Corporation |
| ☐ Partnership | ☐ Sole Proprietorship | ☐ Limited Liability Partnership |
| ☐ Corporation | ☐ Other | |

IF NO STOCKHOLDER OR PARTNER OWNS 10% OR MORE OF THE CORPORATE STOCK OR OWNERSHIP OF THE BIDDER, CHECK HERE _____.

I certify that the foregoing information is correct.

Signature of Secretary or Partner

Print Name and Title

of

Corporation or Partnership

THIS FORM MUST BE COMPLETED AND SIGNED

FAILURE TO COMPLETE THIS FORM AND SIGN THE ABOVE STATEMENT BY A DULY
AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL

INSURANCE

The contractor shall assume all responsibility for his/her actions and those of anyone else working for him/her while engaged in any activity connected with this contract. Certificates of liability and workers compensation insurance, satisfactory to the County, shall be filed with the County before the contract is signed. All insurance shall indemnify and save harmless the County, its employees, and agents. Property damage insurance shall be extended to cover damage to underground wires, pipes, conduits, etc., and explosion damage due to collapse.

The County of Essex shall be listed as an additional insured on all policies of insurance, including any applicable umbrella or excess policies, and the Certificate of Insurance shall so indicate.

The minimum amounts of insurance, to be carried by the successful bidder, shall be underwritten by companies as follows:

Comprehensive General Liability Insurance as least as broad as ISO Form CG001 1093, Bodily Injury and Property Damaged Combined Single Limit of Liability, in an amount not less than \$1,000,000.00/Occurrence - \$3,000,000.00/Aggregate.

Comprehensive General Automobile Liability Insurance and Property Damage to apply to all owned, hired, and non-owned vehicles, Bodily Injury and Property Damage Combined Single Limit of Liability, in an amount no less than \$1,000,000.00/Accident

Workmen's Compensation and Employer's Liability Insurance – The contractor shall take out and maintain during the life of this contract adequate workers compensation and employer's liability insurance for all employees employed in connection with the work and, in case any work is sublet, the Contractor shall require each subcontractor similarly to provide workers compensation and employer's liability insurance for the latter's employees, unless such employees are covered by the protection afforded by the Contractor. Employer's liability insurance shall have limits not less than \$1,000,000.00 each accident and \$1,000,000.00 each employee/\$1,000,000.00 policy limit for disease.

If any work is sublet, insurance of the same types and limits shall be provided by or for each subcontractor.

All policies maintained shall name the County of Essex as an additional named insured and shall provide for thirty (30) days written notice to the County of cancellation, non-renewal, and/or modifications of such policies and the contractor/vendor shall provide the Office of Purchasing with certificates of insurance evidencing such policies and provisions.

All required insurance coverage must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

Bidders lacking such coverage must have the attached "Consent of Insurance" form fully executed and returned with this bid as proof that such coverage will be in place at the time of the signing of the contract. Evidence of actual insurance coverage must be by way of a policy, which shall be submitted to the Office of Purchasing with the return of the signed Memorandum of Agreement, issued by the Office of Purchasing.

FAILURE TO ATTACH A CURRENT INSURANCE POLICY AND RETURN SAME WITH THIS BID OR FULLY EXECUTE THE ATTACHED "CONSENT OF INSURANCE" FORM MAY BE GROUNDS FOR REJECTION OF THIS BID.

CONSENT OF INSURANCE COVERAGE

WHEREAS, _____ as Principal, has submitted a bid to provide goods and/or services as specified in the subject bid to the County of Essex, and whereas, in order for such bid to be considered, proof of insurance must be submitted therewith.

NOW, THEREFORE BE IT KNOWN that, if the County of Essex shall accept the bid of the Principal and the Principal shall enter into a contract with the County of Essex in accordance with the terms of such bid, we the undersigned do hereby state that we will provide the Principal with insurance coverage as set forth below:

- a. The insurance to be provided shall be underwritten by a company licensed to do business in New Jersey.
- b. Comprehensive General Liability Insurance as least as broad as ISO Form CG001 1093, Bodily Injury and Property Damaged Combined Single Limit of Liability, in an amount not less than \$1,000,000.00/Occurance - \$3,000,000.00/Aggregate.
- c. Comprehensive General Automobile Liability Insurance and Property Damage to apply to all owned, hired, and non-owned vehicles, Bodily Injury and Property Damage Combined Single Limit of Liability, in an amount no less than \$1,000,000.00/Accident
- d. Workmen's Compensation and Employer's Liability Insurance - for all employees employed in connection with the work. Employer's liability insurance shall have limits not less than \$1,000,000.00 each accident and \$1,000,000.00 each employee/\$1,000,000.00 policy limit for disease.
- e. All policies maintained shall name the County of Essex as an additional named insured and shall provide for thirty (30) days written notice to the County of cancellation, non-renewal, and/or modifications of such polices and the contractor/vendor shall provide the Office of Purchasing with certificates of insurance evidencing such policies and provisions.
- f. All required insurance coverages must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

PRINCIPAL:

Sworn to and subscribed
before on this _____ day

of _____, 20____

(Bidder's Company Name)

(Authorized Signature on Behalf of the Principal)

(Print Name)

INSURER:

NOTARY PUBLIC

(Insurer's Company Name)

(Authorized Signature on behalf of the Insurer)

**COUNTY OF ESSEX
NEWARK, NEW JERSEY**

HOLD HARMLESS AGREEMENT

BETWEEN: The County of Essex
 Hall of Records
 465 Dr. Martin Luther King, Jr. Blvd.
 Newark, NJ 07102

AND

Contractor's Name

Address – not a post office box

Telephone Number; Fax Number; & e-mail address

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the County of Essex.
2. The Contractor agrees to indemnify and hold harmless the County of Essex, the Essex County Board of Chosen Freeholders, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and charges of whatsoever kind and nature, including attorneys' fees to which the County of Essex may be put for, or on account of, any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this contract, or by or in consequence of any neglect or omission of the part of the Contractor in the performance of operations under this contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the County of Essex harmless for damages to the Contractor's equipment utilized during the term of this contract.

S/ _____
President, Vice President or Signature of Authorized Representative

Print Name

Title

Date

STATEMENT OF
CERTAIN POLITICAL CONTRIBUTIONS
MADE AFTER JULY 11, 1986

Ordinance Number 0-86-0007, as amended by Ordinance Number 0-95-0003, adopted by the Board of Chosen Freeholders of the County of Essex, requires that all proposals for contracts submitted by individuals and/or business entities seeking to provide goods to or to perform services for the County of Essex shall contain a statement setting forth each political contribution by them of \$500.00 or more made within five years next preceding the date of said contract, either directly or indirectly, to any County elected political official, County political party and/or County official, or political organization, or any State political party.

This disclosure shall be made to the Essex County Purchasing Agent within ten (10) days when returning the executed Memorandum of Agreement.

Additionally, all bidders, whether successful or unsuccessful, shall certify that they are aware of said disclosure requirements and agree to be bound by same.

I hereby certify that I have read the foregoing provision. I agree that if a contract is to be awarded to my firm, as the lowest responsive/responsible bidder, that I will make the required disclosure on a form to be provided by the County of Essex.

S/

President, Vice President or Signature of Authorized Representative

Print Name

Title

Date

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Essex, (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12.101 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 Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event 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 Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed 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 Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner 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 Owner shall, as soon as practicable 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 Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner 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 Owner pursuant to this paragraph.

It is further agreed and understood that the Owner 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 Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

S/ _____
President, Vice President or Signature of Authorized Representative

Print Name

Title

Date

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: _____
(Print)

Name of Contact Person: _____
(Print)

Correspondence Address (including zip code):

Purchase Order Address (including zip code):

Payment Address (including zip code):

Telephone Number (including area code): ()

Fax Number (including area code): ()

E-Mail Address:

Employer I.D. # or S.S. #:

FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.

BIDDER'S AFFIDAVIT

THIS AFFIDAVIT IS PART OF THE PROPOSAL

State of _____

County of _____

I, _____,
(Print Name)

certify that I am the _____
(State Title)

of the business entity submitting this bid/proposal; that I have completed and signed all of the required documents; that I am duly authorized to sign the bid/proposal on behalf of the business entity; and that all of the declarations and statements contained in the bid/proposal document are true and accurate to the best of my knowledge and belief.

(Signature of Bidder)

(Date)

NOTARY:

Subscribed and sworn to before me

at _____

this _____ day of _____ 20____

(Notary Public)

Commission Expires: _____

AUTHORIZATION AND RELEASE

The undersigned hereby:

Releases Essex County, New Jersey, and its affiliates, their respective officers, employees and agents from any liability for any damage whatsoever as a result of any investigation, inquiry, consumer report or investigative consumer report made or received by the County, its representatives and designees.

Authorizes any person, association, firm, company, law enforcement agency or personnel office to furnish any information including but not limited to business reputation, credit history, references, performance, criminal conviction record, civil record, and any other record, as well as any records or reports relating to me or the Company.

Print Name (See page two (2) for requirements)

Signature (Include maiden name if applicable)

Home Address City State Zip

Phone (Daytime)

Phone (Evening)

Company Name

Company Address City State Zip

Date

Appendix

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency and accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, the contractor and its affiliates shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

Construction Contracts (including public works related purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law on its requirements are available by calling (609) 292-9292.

NOTE: Non-profit organizations are exempt – however, non-profit organizations must provide a copy of their 501C status or equivalent

BEFORE YOU MAIL THIS BID BE SURE TO CHECK:

1. THAT THE BID IS SIGNED BY THE PRESIDENT, VICE PRESIDENT OR AUTHORIZED REPRESENTATIVE.
2. THAT THE FOLLOWING DOCUMENTS ARE PROPERLY EXECUTED.
CHECK APPROPRIATE BOX TO STATE COMPLIANCE.

DOCUMENT	EXECUTED	NOT-EXECUTED
DISCLOSURE STATEMENT		
NON-COLLUSION AFFIDAVIT		
AFFIRMATIVE ACTION REQUIREMENTS		
DISCLOSURE OF OWNERSHIP		
INSURANCE POLICY		
CONSENT OF INSURANCE		
HOLD HARMLESS AGREEMENT		
POLITICAL CONTRIBUTION FORM		
AMERICANS WITH DISABILITIES ACT		
VENDOR INFORMATION SHEET		
BIDDER'S AFFIDAVIT		
AUTHORIZATION AND RELEASE		
BUSINESS REGISTRATION CERTIFICATE (This form is not included in the bid packet but must be obtained from the NJ Department of Treasury)		

3. THAT THE PRICE PAGE IS COMPLETED IN CONFORMANCE WITH THE BID SPECIFICATIONS.
4. THAT THE BID IS RETURNED IN ITS ENTIRETY, IN A SEALED ENVELOPE LISTING THE BID NUMBER, BID TITLE, DATE AND TIME OF SCHEDULED OPENING.

ESSEX COUNTY CONTACT PERSON

TITLE OF BID:	INTERNET, PHONE AND TELEVISION SERVICES
BID NUMBER:	09-199.1
USING DEPARTMENT:	HOUSING AND COMMUNITY DEVELOPMENT

- Price quoted shall be firm, net exclusive of all use, sales, and excise taxes and must include all materials and supplies, transportation, pickup, loading costs and debris removed.
- The registered federal excise number for the County of Essex is IRS #22-6002433/0000.
- The decision regarding the exercise of any option pursuant to this agreement vests solely with the County of Essex.
- Questions by prospective bidders concerning this bid may be addressed to:

Beatriz Perez

973.621.5025

Buyer's Name

Telephone Number

- This person is authorized only to direct the attention of prospective bidders to various portions of the bid document so that the bidder may read and interpret each portion for themselves. No employee of the County of Essex is authorized to give interpretations of any portion of the bid or to give information as to the requirements of the bid in addition to that contained in the bid.
- If vendor has additional questions after conversing with the person named above, please document those questions in writing and send to: Essex County Purchasing Agent, Hall of Records, Room 333, 465 Dr. Martin Luther King, Jr. Blvd, Newark, NJ 07102. Such correspondence must clearly state the issue(s) and be in receipt by the Purchasing Agent no later than three (3) business days in advance of the scheduled bid opening date.
- Interpretations of the bid or additional information as to its requirements, when required, shall be communicated to bidders only by written addendum issued over the name of the County Purchasing Agent, which addendum shall be considered part of the bid proposal.

BID SPECIFICATIONS
FOR
INTERNET SERVICES, PHONE SERVICES
AND
TELEVISION SERVICES

ESSEX COUNTY'S KIPS CASTLE CARRAIGE HOUSE – DIVISION OF HOUSING AND
COMMUNITY DEVELOPMENT

20 CRESTMONT ROAD, VERONA, NEW JERSEY

1. INTRODUCTION

The County of Essex is seeking managed broadband internet, telephone, and television services, for the locations listed below as described in this Bid Specification.

The managed broadband services will provide Internet access services, telephone, and television that combine a high-speed, dedicated connection with consolidated application management. The Managed Internet Service (MIS) will include proactive, 24 x 7 network monitoring, enhanced network security features, maintenance of the communications link between the County and the bidder's network. It is expected that the bidder will provide the required equipment, configure and install the equipment at the County's location, and maintain the County's broadband services end to end.

Essex County is seeking prospective bidders to provide for the Essex County's Kips Castle Park for the Division of Housing and Community Development (Kips Castle Carriage House) 20 Crestmont Road, Verona, NJ 07044.

Note- this bid will not be awarded separately. It will be awarded to one single vendor. **Performance period is one year from date of award with a 2nd year option.**

2. Vendor's Network Access

The vendor must be a Tier One ISP. The County of Essex defines a Tier One ISP as an ISP that meets the following requirements:

- Its **own** national network.
- Measured round-trip time on the US continental backbone from the customer's premises to the most distant node on the provider backbone that does not exceed 85ms with less than 1% packet loss.
- The following performance characteristics are required:
 - 99.99% service availability
 - Less than 60 ms U.S. delay (Latency): Network-wide monthly average delay
 - less than 0.7% packet loss
- A written escalation policy with contact names, phone numbers, coverage hours, procedures, and automatic escalation based on duration of issue. The County of Essex requires notification in writing five business days prior to any changes to the contact information.
- A single toll free number for reporting problems.
- A specific maintenance window as part of the Service Level Agreement. The vendor must agree to make any scheduled maintenance that could affect the County's Internet connectivity during the specified maintenance window. In addition, the vendor must notify the County's designated contact at least one week prior to any actual scheduled maintenance. The notification must be made during normal business hours of 8:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday. The notification can be done via e-mail but it must arrive at least one week prior to the actual scheduled maintenance.

Network Infrastructure

Vendor shall provide diagrams and/or descriptions, including upstream providers when applicable. Vendor should be able to demonstrate redundancy within its core infrastructure as well as redundancy options.

References

Vendor shall include the organization name, contact, contact title, and phone number of at least three (3) customers with similar applications that have had vendor's services for a period of at least one year.

Customer Support

Vendor shall provide the following:

- Contact information and background of technical support team.
- Trouble ticket procedures and escalation intervals
- Billing dispute resolution process
- Description of web-based interface for billing, trouble reporting, etc., if available.

3. 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.

All network nodes shall have backup power systems to provide electricity in the event of a local power failure. The facilities shall also provide high levels of physical security, which serves to further protect the required network.

SCOPE OF WORK

The Scope of Work is a general guide and is not intended to be a complete list of all work necessary to complete the project. The following work tasks are assumed to be necessary to establish the Internet connection from the vendor's site to the County of Essex location. Bidders may suggest a modified scope as part of their proposal.

1. The following services will be required at two (2) locations:

Managed Communication lines at the Division of Housing and Community Development (Carriage House), 20 Crestmont Road, Verona, New Jersey 07044 - Broadband combination (email, web access, telephone, and television applications (audio/video).

2. Configuration of Firewalls, Switches, Routers and VPN's as required in initial set-up.
3. Set up routers, connect to new circuit, and test communications.
4. Working with the County of Essex, coordinate any circuit issues with local loop provider.
5. Provide Essex County with the vendor's NOC (Network Operations Center) contact information and procedures including escalation policies.

SERVICE LEVEL AGREEMENT

The Vendor must provide Service Level guarantees for network availability, network latency and packet delivery. The Vendor must provide a single point of access or problem reporting and must provide sufficient response time to troubleshoot and resolve any issues. A description of the issue resolution process should any problems arise with the provider's Internet service must be included. The vendor shall describe commitments and compensation for non-performance.

PRICING

Vendor shall provide the following pricing information based on a **One Year Contract with a second year option**.

The service, equipment, and installation of parts to the list above, on-site at Kips Castle Carriage House at: 20 Crestmont Road with options as specified:

Note: If taking exceptions to the bid specifications, please list all exceptions as clearly as possible in order for all bids to be accurately reviewed.

Non-recurring Costs

One-time cost for installation and setup:

One-time cost for installation of local loop:

One-time cost for CPE:

Total Non-recurring Costs:

Monthly Recurring Costs

Monthly Local Loop Charges:

Monthly Broadband Charges:

Monthly CPE Charges:

Total Monthly Charges for Kips Castle:

**Total Monthly Charges for Kips Castle
Carriage House:**