

County of Somerset New Jersey

PO Box 3000 – 20 Grove Street
COUNTY ADMINISTRATION BUILDING
SOMERVILLE, NJ 08876-1262

PURCHASING DIVISION
MARY LOUISE STANTON
Purchasing Agent, QPA



PHONE: (908) 231-7188
Fax: (908) 575-3916

NOTICE TO BIDDERS #2 SOCCP

Sealed bids will be received by the Purchasing Agent for the County of Somerset on February 26, 2008 at 1:30 prevailing time in the Purchasing Division, County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place co-operative pricing system bids will be opened and read in public for:

OPEN-END CONTRACT VoIP Unified Communications Solution Contract #: CC-23-08

Specifications and instructions may be obtained at the Purchasing Office or the County web site at www.co.somerset.nj.us*

Proposals must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the respondent and the words "BID Proposal VoIP Solution Contract # CC-23-08" on the outside, addressed to Mary Louise Stanton, Purchasing Agent, County Administration Building, 20 Grove Street, Somerville, New Jersey, 08876 and must include Surety in the form of a Proposal Bond (only on the form herein provided), Certified Check or Cashier's Check in the amount of 10% of such bid, but not exceeding \$20,000.00 payable to the Somerset County Treasurer, and that said Surety Company will furnish a Performance Bond in the amount of 100% of successful respondent's contract.

All Bid Addenda will also be issued on the website. Therefore, all interested bidders should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Bidders shall comply with the requirements of N.J.S.A 10:5-31 and N.J.A.C 17-27 et seq.

Mary Louise Stanton, QPA
Date Advertised: February 14, 2008

CO-OPERATIVE PRICING CONDITIONS

METHOD OF AWARDING CONTRACTS

Contract(s) of purchase shall be awarded to the lowest responsible bidder(s) as declared by the County of Somerset. The contract awarded between the County of Somerset and the successful vendor(s): (1) shall establish the contractual obligation regarding the specific items, specifications and quantities to be provided to the Lead Agency; and (2) shall also set forth the estimated quantities, together with relevant delivery information, with respect to the Other Agencies, as specified in these specifications. All Other Agencies ordering any materials, supplies or work pursuant to this master contract shall do so by issuance of the appropriate contract between the Other Agency and the vendors, subject to the requirements of the master contract, which may be referred to by reference. No such subsidiary contract issued by another agency shall provide for any deviation from the specifications, price or quality set forth in the master contract pursuant to these specifications.

No vendor shall be required or permitted to extend bid prices to participating contracting units unless so specified in the bids. In the event that the lowest responsible bidder, responding to these specifications, indicates by the appropriate checkmark unwillingness to extend the bid prices to the Other Agencies category, then the contract for the stated needs of the Lead Agency will be awarded to the lowest responsible bidder, and new bids will be sought and a second master contract subsequently awarded with respect to the needs of the Other Agencies (OR... the contract for the stated needs of the Lead Agency will be awarded to the lowest responsible bidder, and a second *(Master) contract for the Other Agencies will be awarded to the next lowest bidder whose bid agrees to so extend his prices); (OR... only the contract for the Lead Agency's needs will be awarded, and all other bids shall be rejected, and no further bids will be sought by the Lead Agency on behalf of the Other Agencies.

The purpose of the master contract with respect to the Lead Agency shall be to establish the specifications and price. The subsidiary contracts, placing the orders with the vendor shall establish the quantities required by each Other Agency within the limits set forth in the master contract. The successful vendor shall invoice each of the Other Agencies, and Other Agencies shall pay the vendor directly. No additional contract will be required with respect to the needs of the Lead Agency as specified in the awarded master contract.

OTHER AGENCY REQUIREMENTS

The undersigned is further: (CHECK ONLY ONE BOX)

WILLING to provide the item(s) herein bid upon to Other Agencies in System 2-SOCCP, Somerset County Cooperative Pricing System, without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the other participating agencies by separate contract, subject to the overall terms of the master Contract to be awarded by the County of Somerset that no additional service or delivery charges will be levied except as permitted by these specifications.

NOT WILLING to extend prices to Other Agencies as described. It is understood that this will not adversely effect consideration of this bid with respect to the needs of the County (Lead Agency). *In keeping with Somerset County's commitment to providing cooperative pricing contracts for its membership, refusal to extend pricing to the co-op may result in a dual award to include an alternate vendor willing to extend pricing for the duration of the contract.

Contact:	Twp/Boro	Street Address:	City, State, Zip	Phone / Fax No
Karen Bishop, Bd Clerk	Bedminster, Bd of Ed	234 Somerville Rd	Bedminster, NJ 07921	908-234-1487 x206 Fax: 234-2318
* John Manz, PW Supervisor	Bedminster, Twp of	130 Hillside Ave, Municipal Bldg	Bedminster, NJ 07921	234-0333 Fax: 234-9732
Susan Stanbury, Administrator	Bedminster, Twp of	130 Hillside Ave, Municipal Bldg	Bedminster, NJ 07921	234-0333 Fax: 234-1640
Ron Smith, SBA	Bernards Twp Public Sch	101 Peachtreet Rd	Basking Ridge, NJ 07920	204-2600 x106 Fax: 766-7641
*Francis Decibus, Purchasing Agent	Bernards, Twp of	1 Collyer La	Basking Ridge, NJ 07920	204-3065 Fax: 766-5762
*Francis Decibus, Bernards Twp, PA	Bernards, Twp Sewer Authority	1 Collyer La	Basking Ridge, NJ 07920	766-1941 Fax: 766-1941
*Jenny Lin, Purchasing	Bernardsville, Boro of	PO Box 158-Municipal Bldg	Bernardsville, NJ 07924-0158	766-3000 x118 Fax: 766-2401
Barbara Emery, CFO	Blairstown, Twp of	PO Box 370	Blairstown, NJ 07825	362-6663x227 Fax: 362-9635
John Kennedy, Admin	Bound Brook, Borough of	230 Hamilton St, Mun Bldg	Bound Brook, NJ 08805-2017	732-356-0833 Fax: 356-8990
Dennis Kosensky, DPW	Branchburg, Twp of	1077 Hwy 202 N.	Branchburg, NJ 08876	526-3716 Fax: 927-0707
Bill Conniff, QPA, Purchasing	Bridgewater, Twp of	PO Box 6300, 700 Garretson Rd	Bridgewater, NJ 08807-0300	725-6300 x 272 Fax: 725-3365
Anna Marie Wright, QPA	Camden County	520 Market St, 17th Fl Cthouse	Camden, NJ 08102-1375	856-225-5439 Fax: 856-225-5444
Joe Barilla, Asst Dir P.W.	Chatham Twp	405 Southern Blvd	Chatham, NJ 07928	973-377-5114 Fax: 973-377-5082
Ann Mandel, Purchasing Agent	Chatham, Boro of	54 Fairmont Ave	Chatham, NJ 07928	973-635-0674 x105 Fax: 635-2417
Rocco Passomatio, Supv Bldgs & Gr	Chathams, School District of	54 Fairmount Ave	Chatham, NJ 07928	973-635-9390 Fax: 973-635-4413
Vidya Nayak, CFO	Chester, Boro of	300 Main St	Chester, NJ 07930	879-5361x3009 Fax: 879-5812
Carol Isemann, Deputy Clerk	Chester, Twp of	1 Parker Rd	Chester, NJ 07930	879-5100 x812 Fax: 879-8281
M. Schmid	Cranford, Twp of	8 Springfield Ave	Cranford, NJ 07016	709-7200 Fax: 276-7664
David Mulford, QPA	Cumberland County	790 E Commerce St, Rm 111	Bridgeton, NJ 08302	856-453-2132 Fax: 856-451-0967
Scott Olsen	Dunellen, Boro of	355 North Ave	Dunellen, NJ 08812	732-968-3033 Fax: 732-968-8605
Teresa Stahl, Municipal Clerk	East Amwell Twp	1070 Rt 202/31	Ringoes, NJ 08551-1051	782-8536 x19 Fax: 782-1967
Joseph Tobens, CEFM	Evesham Twp Bd of Ed	129 E Main St	Marlton, NJ 08053	856-797-6840 Fax: 797-6844
Eleanor McGovern, Admin/Clerk	Fanwood, Boro of	75 Martine Ave., No.	Fanwood, NJ 07023	322-8236 Fax: 322-7178
Ann Henning, Purchasing Agent	Flemington, Boro of	38 Park Ave	Flemington, NJ 08822	782-8840 Fax: 782-0142
Carl Ganger, Jr., Purch Agent	Florham Park, Boro of	111 Ridgedale Ave	Florham Park, NJ 07932	973-410-5311 Fax: 973-377-5749
Rita Vadimski, Admin Manager	Franklin Twp, Sewer Authority	70 Commerce Dr	Somerset, NJ 08873-3470	732-873-2121 Fax: 873-2038

Contact:	Twp/Boro	Street Address:	City, State, Zip	Phone / Fax No
* Joyce Miller, Purchasing Agent	Franklin, Twp of	475 DeMott La	Somerset, NJ 08873-2737	732-873-2500 Fax: 873-1059
January Adams, Dir	Franklin, Twp Public Library	485 Demott La	Somerset, NJ 08873	732-873-8700 Fax:873-8700
John Calavano, Bd Sec	Franklin, Twp Public Sch	1755 Amwell Rd	Somerset, NJ 08873	732-873-2400 Fax: 873-8416
Peter Mercante, PA	Gloucester, County of	PO Box 337	Woodbury, NJ 08096	856-853-3415 Fax: 856-853-8504
Joyce Picariello, Bus Admin	Green Brook Twp Bd of Ed	132 Jefferson Ave	Green Brook, NJ 08812	732-968-1171 Fax: 732-968-7582
* Kathryn Kitchener, Admin	Green Brook, Twp of	111 Greenbrook Rd	Green Brook, NJ 08812	732-968-1023 x6601 Fax: 968-4088
Tracy Toribio, DPW, Superintendent	Harding Twp	PO Box 666	New Vernon, NJ 07976	973-267-8000 x18 Fax: 973-267-6221
Thomas Campbell, CPWM	Hardwick Twp	40 SpringValley Rd	Hardwick, NJ 07825	362-8471Fax: 362-8840
Bonnie Dakis	Harmony Twp	3003 Belvidere Rd	Phillipsburg, NJ 08865	908-213-1600x11 Fax: -
Bonnie Fleming, Tax Collector/CFO	High Bridge, Boro of	71 Main St	High Bridge, NJ 08829	638-6455 x23 Fax: 638-4703
Susan Chrebet, Purchasing	Hillsborough Twp Bd of Ed	379 So Branch Rd	Hillsborough, NJ 08844	369-0030x5054 Fax: 369-8286
Gary Nucera, Exec. Dir.	Hillsborough, Twp MUA	PO Box 5909	Hillsborough, NJ 08844	371-9660 Fax: 371-9670
* Buck Sixt, Dir PW	Hillsborough, Twp of	379 So Branch Rd	Hillsborough, NJ 08844	369-3950 Fax: 369-5756
Dan Wills	Hopatcong, Boro of	111 River Styx Rd	Hopatcong, NJ 07843	973-398-3611 Fax: 973-770-7173
Nancy Canto, Purchasing Agent	Hopewell Twp of, Mercer County	201 Washington Crossing	Titusville, NJ 08560-1410	609-537-0244 Fax: 609-737-2770
Michele Hovan, Admin/Clerk	Hopewell, Boro of	4 Columbia Ave	Hopewell, NJ 08525	609-466-2636 Fax: 466-8511
Ray Krov, SBA/BS	Hunterdon Central Reg High Sch	84 Route 31	Flemington, NJ 08822	908-284-7110 Fax: 908-284-7242
John Davenport III, QPA, PA	Hunterdon, County of	71 Main St, Bldg 1, PO Box 2900	Flemington, NJ 08822-2900	788-1162 Fax: 782-1679
Steve Romanowitch, PW	Liberty, Twp of	349 Mountain Lake Rd	Great Meadows, NJ 07838	637-4579x10 Fax: 637-6916
Tom Sweeney, Super of Roads	Long Hill Twp	915 Valley Rd	Gillette, NJ 07933	647-8000 x24 Fax: 647-4150
* Gary Garwacke, PW Dir/Admin	Manville, Boro of	325 No Main St	Manville, NJ 08835	725-9478 Fax: 231-8620
Marcella Longo, Purchasing Agent	Mercer County	640 So. Broad St, PO Bx 8068	Trenton, NJ 08650-0068	609-989-6710 Fax: 609-989-6733
Tonya Hubosky, Admin.	Middlesex, Boro of	1200 Mountain Ave	Middlesex, NJ 08846	732-356-7400 x236 Fax: 356-7954
Joanne Monarque, Twp Clerk	Millburn, Twp of	375 Millburn Ave	Millburn, NJ 07041	973-564-7073 Fax: 564-7468
Mary Patrick, Mayor	Millstone, Boro of	23 Amwell Rd	Millstone, NJ 08844	359-5783 Fax: 359-7300
Ann Marie Campbell, Purch Assist	Montgomery Twp Bd of Ed	1014 Rt 601	Skillman, NJ 08558	609-466-7601 Fax: 466-0944

Contact:	Twp/Boro	Street Address:	City, State, Zip	Phone / Fax No
Ron Prykanowski, Purchasing Agent	Montgomery, Twp of	Municipal Bldg, 2261 Rt 206	Belle Mead, NJ 08502	359-8211 Fax: 359-0970
James Abline, QPA, Purchasing	Morris County	PO Bx 900, 10 Court St	Morristown, NJ 07963-0900	973-285-6333 Fax: 829-0304
Karen, Carman, Purchasing Agent	Morris, Twp of	50 Woodland Ave, PO Bx 7603	Convent Sta, NJ 07961-7603	973-326-7215 Fax: 973-605-8363
Erik Hammerdahl, Dir Property Srv	Morris-Union Jointure Comm	217 Mountain View Rd	Warren, NJ 07059	762-5600x5013 Fax: 542-1075
Debi Lockwood, Comm Devel Dir	Newton, Town of	39 Trinity St	Newton, NJ 07860	973-383-3521x226 Fax: 383-8961
Edward Ostroff, Sec/Bus Admin	No Plainfield, Bd of Ed	33 Mountain Ave	No Plainfield, NJ 07060-5315	769-6050x6105 Fax: 755-5490
David Holland, Admin	No Plainfield, Boro of	263 Somerset St	No Plainfield, NJ 07060	769-2900 Fax: 769-6499
Jerry Volpe, Dir Purchasing	Passaic, County of	495 River St	Paterson, NJ 07524	973-247-3301 Fax: 973-279-6234
Margaret Gould	Peapack/Gladstone, Boro of	Mun Bldg-School St, PO Box 218	Peapack, NJ 07977-0218	234-2250 Fax: 781-5687
Lester Miller, Dir Purchasing	Raritan Vall Comm College	PO Bx 3300	Somerville, NJ 08876	218-8866 Fax: 526-5235
* Daniel Jaxel, Admin	Raritan, Boro of	22 First St	Raritan, NJ 08869	231-1300 Fax: 231-0810
Dorothy Gooditis, Twp Clerk	Raritan, Twp of	One Municipal Dr	Flemington, NJ 08822-3446	806-6101 Fax: 806-7061
Raymond Whitlock, Clerk	Rocky Hill, Boro of	PO Box 188	Rocky Hill, NJ 08553	609-924-7445 Fax: 924-2274
Kenneth Blum, Acting CFO	Roselle Park, Boro of	110 E Westfield Ave	Roselle Park, NJ 07204-2083	908-245-0819 Fax: 245-5598
Donald Kazar, Clerk	So Bound Brook, Boro of	12 Main St-Municipal Bldg	So Bound Brook, NJ 08880	732-356-0258 Fax: 563-4431
Bob Panfili, Chief Admin Srvs	Social Services, Board of	PO Bx 936, 73 E High St	Somerville, NJ 08876	203-5121 Fax: 526-8096
Superintendent	Somerset Cty Ed Srv Commiss	PO Bx 68, 12 E. Somerset St	Raritan, NJ 08869	908-707-1460 Fax: 707-0871
Purchasing Agent	Somerset Cty Park Commission	PO Box 5327	No Branch, NJ 08876	722-1200 x 245 Fax: 722-6592
Diane Strober	Somerset Cty Voca Bd of Ed	Voca Sch, N Bridge & Vogt Dr	Bridgewater, NJ 08807	908-526-8900x7285 Fax: 526-9569
Nancy Hunter, SBA/Bd Secretary	Somerset Hills Bd of Ed	25 Olcott Ave	Bernardsville, NJ 07924	908-630-3012 Fax: 953-0699
Glen Petrauski, Exec Dir	Somerset Raritan Valley Sewer	Polhemus La., PO Bx 6400	Bridgewater, NJ 08807-0400	732-469-0593x207 Fax: 469-4179
Vincent Aufiero, Dir Plant Facilities	Somerville, Bd of Ed	51 W Cliff St	Somerville, NJ 08876	218-4127 Fax: 526-9668
* Pete Hendershot, PW Mgr	Somerville, Boro of	25 West End Ave, PO Bx 399	Somerville, NJ 08876-1800	725-2300 Fax: 725-2859
Ron Angelo, Treas	Summit, City of	City Hall, 512 Springfield Ave	Summit, NJ 07901	273-6400 Fax: 273-2977
Judith Parillo, RPPS	Tewksbury, Twp of	169 Old Turnpike Rd	Califon, NJ 07830	439-0022x726 Fax: 439-0035
Maryann Saunders, Purchasing	Union, County of	Admin Bldg, Elizabethtown Plaza	Elizabeth, NJ 07207	527-4134 Fax: 558-2548

Contact:	Twp/Boro	Street Address:	City, State, Zip	Phone / Fax No
Dave Pullis, Dir PW	Vernon Twp	21 Church St, PO Bx 340	Vernon, NJ 07462	973-764-4055x2284 Fax: 764-5535
Chris Pessolano, Dir Purchasing	Warren County	Rt 519 So, 165 County Rd	Belvidere, NJ 07823-1949	908-475-6573 Fax: 475-6555
Christopher Guida, Exec Dir	Warren County MUA	199 Foul Rift Rd, PO Bx 159	Belvidere, NJ 07823	475-5412 Fax: 475-5873
Jeff Long, CFO	Warren County Pollution Contr	500 Mt Pisgah Ave, PO Bx 587	Oxford, NJ 07863-0587	908-453-2174 Fax: 453-4241
* Lois Harold, Asst Purch	Warren, Twp of	46 Mountain Blvd	Warren, NJ 07059-0695	753-8000 x 233 Fax: 757-9173
Tyler Tribelhorn, Super Bldgs	Warren, Twp Schools	213 Mt Horeb Rd	Warren, NJ 07059	647-9155 x200 Fax: 647-3035
Debbie Catapano, Auth Secretary	Warren, Twp Sewerage Author	46 Mountain Blvd	Warren, NJ 07059	908-753-8000 x 258 Fax: 753-6893
Richard Sheola	Washington, Boro of	100 Belvidere Ave	Washington, NJ 07882-1426	689-3600 Fax: 689-9485
Dianne Faucher, SBA/BS	Watchung Bd of Ed	One Dr. Parenty Way	Watchung, NJ 07069	755-8536 Fax: 755-6946
Tim Stys, SBA/Bd Sec	Watchung Hills Reg High Sch	108 Stirling Rd	Warren, NJ 07059	647-4800 x4850 Fax: 647-4852
Victoria Rousseau, PW Assist.	Watchung, Boro of	Municipal Bldg, 15 Mountain Blvd	Watchung, NJ 07069	756-0080 Fax: 757-7027
Kevin Galland, Admin/Clerk	West Paterson, Boro of	5 Brophy La	West Paterson, NJ 07424	973-345-8100x100 Fax: 345-8194

1.0 GENERAL INSTRUCTIONS

1.1 SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope (1)addressed to the Purchasing Agent (2)bearing the name and address of the bidder on the outside (3)clearly marked "BID" with the name of the item(s) being bid.
- C. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the place designated. Bids may be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope. Bids received after the designated time and date will be returned unopened.
- D. The County reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.
- E. The Somerset County Park Commission is to be considered an agency of the County entitled to participate in the contract(s) resulting from this bid.

1.2 BID SECURITY

The following provisions, if indicated by an (x), shall be applicable to this bid and be made a part of the bidding documents:

A. **BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the County.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the County.

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to statute. Failure to submit required guarantee shall be cause for rejection of the bid.

B. **CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the County stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to statute.

Failure to submit this shall be cause for rejection of the bid.

C. **PERFORMANCE BOND**

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

1.3 QUOTATIONS, BIDS AND FORMS

- A (1). The County of Somerset is exempt from any local, state or federal sales, use or excise tax. Somerset County will not pay service charges such as interest and late fees.
- (2). The County of Somerset or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications. The County is rated by:
Standard & Poor's Ratings Group: AAA
Moody's Investors Services: Aaa
Dun and Bradstreet
- B. Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.
- C. Failure to sign and give all information in the bid may result in the bid being rejected.
- D. Estimated Quantities (Open-Ended Contracts, Purchase as Needed) The County has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to Statute. *NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.*
- E. Insert prices for furnishing all of the material described. Prices shall be net including all transportation charges fully prepaid by the contract F.O.B. destination and placement as designed by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors' convenience when a single shipment is ordered.
- F. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.
- G. All forms shall be completed and attached to the bid proposal. *BIDDER IS ALERTED TO THE BID DOCUMENT CHECK LIST PAGE.*

1.4 INTERPRETATIONS AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the County. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the County of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, written requests for interpretation must be received as least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The County's interpretations or corrections thereof shall be final.
- D. 1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

1.5 BRAND NAMES, STANDARDS OF QUALITY, PATENTS

- A. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance prevailing statutes.
- B. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- C. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The County reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.
- D. The contractor shall hold and save harmless the County, its officers, agents, servants, and employees, from any liability of any nature and kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.
- E. Wherever practical and economical to the County, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

1.6 AWARD OF BID

- A. The County reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the County to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.
- B. The County further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the County. Without limiting the generality of the foregoing, the County reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- C. The County reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- D. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the County may then, at its option, accept the bid of the next lowest responsible bidder.
- E. The effective period of this contract will be two years unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the County reserves the right to cancel this contract.
- F. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

1.7 NEW JERSEY PREVAILING WAGE ACT (When Applicable)

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls

in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lssc/lspubcon.html.

1.8 NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

1.9 NON-DISCRIMINATION

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because 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. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

1.10 REQUIRED AFFIRMATIVE ACTION EVIDENCE

NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127, AS AMENDED FROM TIME TO TIME, AND THE AMERICANS WITH DISABILITIES ACT.

A. Procurement, Professional and Service Contracts

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract 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-Available upon request)

B. Construction Contracts

All successful contractors must submit within three days of the signing of the contracts an Initial Project Manning Report (AA201-available upon request) for any contract award that meets or exceeds the bidding threshold.

1.11 WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34: 51 et seq., and N.J.A.C 5:89-5 et. seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact Sheet, must be furnished.

1.12 STATEMENT OF CORPORATE OWNERSHIP

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the County a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or 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 may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

1.13 ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

1.14 INSURANCE, ACCIDENTS, INJURIES, DAMAGES

A. If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the County in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accidents, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the County from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any County regulation, ordinance or the laws of the State, or the United States while said work is in progress.

B. The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided the County when required. In all cases where a Certificate of Insurance is required, the County is to be named as an additional insurer.

1.15 PAYMENT

Payment will be made after a properly executed County voucher has been received and formally approved on the voucher list by the Board of Chosen Freeholders at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

1.16 NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS

State Law requires that public funds be used to pay only for goods delivered or services rendered. Somerset County will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County to pay additional fees.

1.17 TERMINATION

A. *DEFAULT*

Non-performance of the Contractor in terms of specifications shall be a basis for termination of the contract by the County. The County may terminate the contract upon 30 days' written notice to the Contractor. The County shall not pay for any services and/or materials which are unsatisfactory. The contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

B. *UNCONDITIONAL TERMINATION FOR CONVENIENCE:*

The County may terminate the resultant contact for convenience by providing sixty (60) calendar days advance notice to the contractor.

C. *TERMINATION FOR DEFAULT:*

If the Contractor fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only after the County has determined the Contractor has failed to remedy the problem after being forewarned.

D. *TERMINATION BY THE COUNTY:*

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this contract. If the Contractor should persistently or repeatedly refuse or

should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work of this contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed seven (7) calendar days to cure such deficiencies.

1.18 INDEMNIFICATION:

The Contractor agrees to indemnify and save harmless the County, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's' fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Workers Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnitees shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

1.19 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.

1.20 Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

1.21 SPECIFICATIONS

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting 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 contracting unit or the award of contract.

1.22 THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34 :11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34 :11-56.25, et seq.) It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34 :11-56.25(5)). The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds... "
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lse/lspubcon.html.

N.J.S.A. 34 :11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

1.23 AMENDMENTS TO N.J.S.A. 2C: 21-33 ET. SEQ. “TRUTH IN CONTRACTING”

New provisions of law govern false claims and representation. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities and gifts; and conflict of interest. Please consult the statute for further information.

1.24 N.J. BUSINESS REGISTRATION PROGRAM

Certificate required pursuant to C57, PL2004. The law provides that a copy of the Business Registration Certificate issued by the NJ Dept. of Treasury **shall be provided at the time any bid or RFP is submitted; failure to do so is a fatal defect that cannot be cured.**

1.25 “PAY TO PLAY”– NOTICE OF DISCLOSURE REQUIREMENT– P.L. 2005, CHAPTER 271, SECTION 3 REPORTING (N.J.S.A. 19:44A – 20.27)

- (1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- (2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
- (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us.
- (4) If you have any questions please contact ELEC at:
1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

1.26 FIRM FIXED CONTRACT

This is a firm fixed contract, prices firm, FOB County locations. No price escalation. The vendor shall void the contract and permit the County to solicit open market pricing should any price increase or surcharge be imposed.

1.27 MULTI-BRAND MANUFACTURER’S

Specifications for a contract item may include a specific manufacturer’s brand and model number or equivalent. The product brand or brands referenced in the specifications shall be restricted to one brand produced or manufactured by a multi-brand commercial products manufacturer.

1.28 EMPLOYEES OF CONTRACTOR TO BE SATISFACTORY:

Inasmuch as work under this contract requires access to the secured facilities, each and every employee of the Contractor will sign an Authorization for Background Check form (Exhibit I), complete the Bureau of Criminal Identification Application (Exhibit II) and submit to fingerprinting and a background check by the Somerset County’s Sheriff’s Office prior to being assigned under this contract. The Contractor/Subcontractor shall not assign any employee who is not approved in advance. The Contractor’s/Subcontractor employees may be subject to search when entering or while working in the secured facility.

Smoking is prohibited in the County facilities.

TECHINCAL SPECIFICATIONS DETAILED SYSTEM REQUIREMENTS

A. Project Introduction - Two year open end contract

The following detailed requirements are for a VoIP unified communication solution. The requirements provided are based on the Cisco Systems, Inc solution or equivalent. The use of Cisco products, part numbers and specific requirements set forth herein are not intended to preclude the use of another manufacture's products or solutions. They are given for the purpose of establishing a minimum standard design, quality for materials and minimum acceptable levels of experience and expertise in the installation of comparable systems. Multi-brand manufacturer's specifications for a contract item may include a specific manufacturer's brand and model number or equivalent. The product brand or brands referenced in the specifications shall be restricted to one brand produced or manufactured by a multi-brand commercial products manufacturer.

Time is of the essence with this project. The project shall be completed and operational at Close of Business Monday, March 31, 2008. It is anticipated a letter of intent may be sent to the successful bidder on or about February 27, with award of contract by Freeholder Resolution on March 4, 1008.

A1.a. Initial project is for 27 Warrant Street, Somerville

A1.b. Future project is Richard Hall Mental Health Center 500 North Bridge Street, Bridgewater

A2. The proposed system must support a software based client that provides the following functionality inherently from a single user interface: Full Softphone capabilities as well as the ability for hard phone call control, instant messaging, video phone calls, access to voicemail, ability to initiate a web conference from within an active voice or video call, and directory integration.

A3. The County's buildings currently have legacy TDM telephone systems that are not capable of networking with the County's LAN. The proposed solution must include seamless operations of the building utilizing 4-digit dialing and have the capability to network voice communications utilizing VoIP technology over the County's WAN network.

B. Support Contract

All products proposed, with the exception of IP phones, must be accompanied by a 24x7 4 hour response support contract. The IP phones must be accompanied by an 8x5 next business day support contract for 24 months.

Exceptions: (yes or no)_____.

All "yes" answers must be explained in detail on the Exceptions Page.

C. Certification

C1. Install, Program and Service

The bidder must be certified by the proposed manufacturer to install, program and service the proposed VoIP communication solution. A letter of certification must accompany the bid response.

Exceptions: (yes or no)_____.

C2. Existing Network

Somerset County has implemented a Cisco network. The successful bidder must be a Cisco Premier Partner, hold a Cisco specialization in Advanced Unified Communications and possess a Cisco CCNA certification. A copy of the certification and specialization must accompany the bid response.

Exceptions: (yes or no)_____.

D. Future Technology Plan - Ability to Support and Integrate the following:

D1. Video Calls

Incorporate the integration of video through the data and phone networks. The proposed solution must support and integrate video calls without the use of third party equipment.

Exceptions: (yes or no)_____.

D2. Malicious Call Trace and Recording

Integration of malicious call trace and recording from the beginning of the phone conversation on user initiated request at anytime during the phone conversation

Exceptions: (yes or no)_____.

D3. e911

The proposed solution must support the extension number and exact location from which an e911 call is dialed to the e911 personnel receiving the call. The e911 database must support automatic update of location in the event a phone is moved from the original location.

Exceptions: (yes or no)_____.

D4. Wireless Handheld IP Phones

The proposed solution must support the use of a wireless handheld IP Phone with a host of calling features and voice-quality enhancements, including IEEE 802.11a, b, and g standards that allow the phone to be used in the 2.4 GHz or 5 GHz bands and support a wide range of applications through XML. The proposed solution must integrate wireless IP Phones without the use of third party equipment, not including wireless access points.

Exceptions: (yes or no)_____.

D5. Collaboration with Cellular Phones

The proposed solution must support mobility features including single number reach and collaboration feature with cellular phones.

Exceptions: (yes or no)_____.

E. Specifications

E1. Licensing

Licensing for phones, voice mail and unified presence software

Part #	Qty.	Description	exceptions	
			Yes	No
		<u>Communications Manager Unified Workspace Licensing</u>		
CUWL-LIC	1	CUWL Top Level		
LIC-UWL-STD	170	Unified Workspace Licensing STD, 1 User		
UCSS-UWL-STD1	170	1-Yr UWL STD UCSS for Gov/Edu Only		
CUVA-CLIENT-UWL	170	Unified Video Advantage Client for CUWL only		
IPC-CLIENT-UWL	170	IP Communicator for CUWL only		
UCM-7835-60-UWL	1	CUCM 6.0 7835 for CUWL only		
UCXN-20-UWL	1	Unity Connection 2.0 for CUWL only		
UPS-60-UWL	1	Unified Presence 6.0 for CUWL only		
UCSS-UWL-STD1-PK	1	1-Yr UWL STD UCSS for Gov/Edu Only - PAK		
CIPC-UWL	170	CIPC UWL Bundle		
CIPC-UWL-RTU	1	CIPC UWL Right to Use Certificate		
CUCM-UWL	170	Communications Manager UWL DLU Bundle		
CUCM-UWL-PAK	1	CUCM Claim Certificate for UWL		
CUP-UWL	1	Unified Presence UWL RTU		
CUP-UWL-PAK	1	Unified Presence for UWL Claim Certificate		
CUVA-UWL	170	Unified Video Advantage for CUWL only		
CUVA-UWL-RTU	1	CUVA UWL Right to Use Certificate		
UCM-7835-60-KIT	1	CUCM 6.0 Media Kit for CUWL Only		
UCXN-20-UWL-PAK	1	Unity Connection 2.0 Claim Cert w/ PAK		
UCXN-20-UWL-USR	170	VM Mailboxes, IMAP and Inbox		
CON-ESW-CUWLLIC	1	ESSENTIAL SW CUWL Top Level-See Svc on Components		
CON-ESW-CUWLSTD1	170	ESSENTIAL SW Uni Wrkspce Lic-Standard-1 User		

E2. Cisco Unified Communications Manager (formerly Cisco Unified Call Manager)

Call processing solution for IP communications system of voice, video, data, and mobility products and applications. Provides IP telephony, voice mail, IP video broadcasting, rich-media conferencing.

Appliance hardware, Communications Manager and Unified Presence software

Part #	Qty.	Description	exceptions	
			Yes	No
		Communications Manager (Publisher)		
UNIFIED-CM-6.1	1	Top Level Part For Unfied Communications Manager 6.1		
MCS7835H2-K9-CMB2	1	Unified CM 6.1 7835-H2 Appliance, 0 Seats		
CAB-AC	1	Power Cord,110V		
375861-B21	1	HP 72GB 10K SAS 2.5 HOT PLUG HARD DRIVE (an extra drive for quick recovery image)		
MOH-USB-AUDIO=	1	Music On Hold USB Audio Adapter, Optional		
CCX-50-CM-BUNDLE	1	5 Seat CCX ENH CCM Bundle - AVAILABLE ONLY WITH CCM		
CUCMS-EVAL-K9	1	CUCMS Monitoring Bundle Evaluation		
SW-CUP6.0-K9P	1	Unified Presence 6.0 Software - available with CCM		
CON-SNTP-35H2CMB2	1	SMARTNET 24X7X4 Unified CM6.1 7835H2 Appliance, 0 Seats		

Appliance for Voicemail System

Part #	Qty.	Description	exceptions	
			Yes	No
		Unity Connection 2.0 Voicemail System		
MCS-7835H2-K9-UCA1	1	7835-H2 Unity Connection 2.x Appliance		
UNITY-PWR-US	1	Power Cord - US, Can, Mex, PR, Phil, Ven, Tai, Col, Ecu		
CON-SNTP-35H2UCA1	1	SMARTNET 24X7X4 7835-H2 Unity Connection 2.x Appliance		

Appliance for presence server software

Provides functionality for phone call control, instant messaging , video phone calls, access to voice mail, ability to initiate a web conference from within an active voice or video call, directory integration (LDAP).

Part #	Qty.	Description	exceptions	
			Yes	No
		Server for Presence		
MCS-7825-H3-IPC1	1	HW Only MCS-7825-H3 with 2GB RAM and Two 160GB SATA HD		
CAB-AC	1	Power Cord,110V		
CON-SNTE-25H3IPC1	1	SMARTNET 8X5X4 MCS-7825-H3 2GB RAM, 2 160GB SATA HD		

E3. IP Phones

E3.a. The total watts for all IP phones connected to an individual Somerset County switch cannot exceed 7.7 watts. All phones shall be connected to the following make\model of switches: Cisco Catalyst 3560-24PS-E, Cisco Catalyst 3560-48PS-E and Cisco Catalyst 3750-48PS-E.

All proposed phones must be able to fully populate all switch ports on existing switches, that is 24 phones must be able to simultaneously function while plugged into each 3560-24PS-E switch and 48 phones must be able to simultaneously function while plugged into each 3560-48PS-E, 3750-48PS-E switch.

Somerset County has a Cisco network utilizing PoE switches at all closets. It is the intent of this specification to integrate the VoIP telephone system with existing network electronics. Due to the compatibility of the existing Cisco PoE switches to dynamically negotiate all allocated power to a recognized IP device, each phone cannot exceed 7.7 watts of power per PoE switch port to utilize every PoE port in each switch. All phones must be class 2 PoE IP phones. Each phone cannot exceed 7.7watts due to per port power requirements by Cisco on the 3560-48PS-E and 3750-48PS-E PoE switch to support 48 simultaneous full-powered PoE ports at 7.7watts for maximum powered device support. Somerset County /shall connect phones to both the 24-port and 48-port switches, the power requirement for each phone proposed shall not exceed 7.7 watts. Bidder shall not propose one type of phone for the 24-port switches and another type of phone for the 48-port switches.

Exceptions: (yes or no)_____.

E3.b Cisco Unified IP Phone 7941G (2-Line Phone)

7941G Model 2-Line Phone	QTY	Description
CP-7941G	165	Cisco IP Phone 7941
CON-SNT-CP7941	165	SMARTNET 8X5XNBD Cisco IP Phone 7941

Shall provide the following features:

- a.** Two programmable line/feature buttons (call appearance) and four interactive soft keys that guide a user through call features and functions. Exceptions: (yes or no)_____.
- b.** Speakerphone (full duplex), mute, volume control and headset buttons.
Exceptions: (yes or no)_____.
- c.** Built-in dedicated headset port. Exceptions: (yes or no)_____.
- d.** LCD graphical 4-bit grayscale 320x 222 display. Exceptions: (yes or no)_____.
- e.** LCD to provide date/time, calling party name, calling party number, digits dialed.
Exceptions: (yes or no)_____.
- f.** LCD to provide the inclusion of Extensible Markup Language (XML) applications and double-byte languages. Exceptions: (yes or no)_____.
- g.** Ability to download firmware changes from the Cisco Unified Communications Manager 6.x (or equivalent). Exceptions: (yes or no)_____.
- h.** Access to voice mail messages. Exceptions: (yes or no)_____.
- i.** DHCP and TFTP capabilities. Exceptions: (yes or no)_____.
- j.** Access to web-based information using XML. Exceptions: (yes or no)_____.

- k. Online help feature. Exceptions: (yes or no)_____.
- l. An internal 2-port Ethernet switch, 10/100BASE-T RJ-45 interfaces with the ability to designate separate VLANs (802.1Q) for the IP phone and a PC. Exceptions: (yes or no)_____.
- m. Multiple ring tones Exceptions: (yes or no)_____.
- n. adjustable from flat to 60 degrees. Exceptions: (yes or no)_____.
- o. Class 2 PoE device. Exceptions: (yes or no)_____.
- p. cannot exceed 7.7 watts. Exceptions: (yes or no)_____.
- q. Quality of Service (QoS) options - Differentiated services code point (DSCP) and 802.1Q/p standards. Exceptions: (yes or no)_____.
- r. Directories - identifies incoming messages and categorizes them on the screen. Exceptions: (yes or no)_____.
- s. Hearing aid-compatible (HAC) headset. Exceptions: (yes or no)_____.

E3.c Cisco Unified IP Phone 7961G (6 Line Phone)

7961G Model 6-Line Phone	Qty	Description
CP-7961G	5	Cisco IP Phone 7961
CON-SNT-CP7961	5	SMARTNET 8X5XNBD Cisco IP Phone 7961

Shall provide the following features:

- a. Six programmable line/feature buttons (call appearance) and four interactive soft keys that guide a user through call features and functions. Exceptions: (yes or no)_____.
- b. Speakerphone (full duplex), mute, volume control and headset buttons. Exceptions: (yes or no)_____.
- c. Built-in dedicated headset port. Exceptions: (yes or no)_____.
- d. LCD graphical 4-bit grayscale 320x 222 display. Exceptions: (yes or no)_____.
- e. LCD to provide date/time, calling party name, calling party number, digits dialed. Exceptions: (yes or no)_____.
- f. LCD to provide the inclusion of Extensible Markup Language (XML) applications and double-byte languages. Exceptions: (yes or no)_____.
- g. Ability to download firmware changes from the Cisco Unified Communications Manager 6.x (or equivalent). Exceptions: (yes or no)_____.
- h. Access to voice mail messages. Exceptions: (yes or no)_____.
- i. DHCP and TFTP capabilities. Exceptions: (yes or no)_____.
- j. Access to web-based information using XML. Exceptions: (yes or no)_____.
- k. Online help feature. Exceptions: (yes or no)_____.
- l. An internal 2-port Ethernet switch, 10/100BASE-T RJ-45 interfaces with the ability to designate separate VLANs (802.1Q) for the IP phone and a PC . Exceptions: (yes or no)_____.
- m. Multiple ring tones Exceptions: (yes or no)_____.
- n. adjustable footstand . Exceptions: (yes or no)_____.
- o. Class 2 PoE device. Exceptions: (yes or no)_____.
- p. cannot exceed 7.7 watts. Exceptions: (yes or no)_____.
- q. Quality of Service (QoS) options - Differentiated services code point (DSCP) and 802.1Q/p standards. Exceptions: (yes or no)_____.
- r. Directories - identifies incoming messages and categorizes them on the screen. Exceptions: (yes or no)_____.
- s. Hearing aid-compatible (HAC) headset. Exceptions: (yes or no)_____.

E3.d Cisco Unified IP Phone Expansion Module 7914 (adds 14 buttons to the 7961G)

14 line 7914 Sidecar Expansion	Qty	Description
CP-7914=	5	7914 IP Phone Expansion Module
CON-SNT-CP7914	5	SMARTNET 8X5XNBD Cisco IP Phone 7914
CP-SINGLFOOTSTAND=	5	Footstand kit for single 7914
CP-PWR-CUBE-3=	5	Power Cube for 7911,7941,7961 phones
CP-PWR-CORD-NA=	5	North American Power Cord

Shall provide the following features:

- a. provide an additional 14 buttons to the existing six button Cisco 7961G IP phone. Exceptions: (yes or no)_____.
- b. LCD grayscale display. Exceptions: (yes or no)_____.
- c. Adjustable footstand Exceptions: (yes or no)_____.
- e. ability to add a second 14 button expansion module. Exceptions: (yes or no)_____.

E3.e Cisco ATA 186 Analog Telephone Adapter (for analog faxes & modems)

ATA186 2-port	qty	description
ATA186-I1-A	2	Cisco ATA 186 2-Port Adaptor, 600 Ohm Impedance
ATACAB-NA	2	ATA Power Supply Cable for North America
CON-SNT-ATA186	2	8x5xNBD Svc, Cisco ATA 186 2-Port Adaptor, 600

Shall provide the following features:

- a. provide two voice ports that support analog touch tone telephones, each with its own independent telephone number. Exceptions: (yes or no)_____.
- b. One 10BaseT Ethernet port Exceptions: (yes or no)_____.
- c. DHCP and TFTP capabilities. Exceptions: (yes or no)_____.
- d. DTMP tone detection and generation. Exceptions: (yes or no)_____.
- e. RFC 2833 AVT tones for SIP, MGCP, SCCP Exceptions: (yes or no)_____.
- f. built-in web server for configuration. Exceptions: (yes or no)_____.
- g. Call Progress Tones - configurable for two sets of frequencies and single set of on/off cadence. Exceptions: (yes or no)_____.

E4. Routers - PBX and PRI gateways

Somerset County has two Cisco 2811 routers. One 2811 is located at the 40 North Bridge Street building. It is connected to an Avaya PBX, System G3iV3-386, software version G3V3i .03.0.053.1. The second 2811 is to be located in the new 27 Warren Street building. It will connect to a Verizon PRI. Both 2811 routers are provided and configured by Somerset County and are not to be included in this bid with the exception of the following components.

Bid to include the following component and installation services.

Part #	Qty.	Description	exceptions	
			Yes	No
FL-SRST-36=	2	FEATURE LIC SURVIVABLE REMOTE SITE TELEPHONY UP TO 36 PHONES		
	2	INSTALLATION SERVICES FOR FEATURE LIC SURVIVABLE REMOTE SITE TELEPHONY UP TO 36 PHONES.		

F. Installation

F1 The True VoIP Unified Communication Solution shall be a turn-key solution with the following exception. Somerset County will deploy the fully configured IP Phones at each location. Exceptions: (yes or no)_____.

F2 Install and configure the True VoIP Unified Communications solution. Includes all products specified in this bid. Configure the Unified Communication Manager and related components for all available features. Set up route patterns, route lists and route groups. Set up device pools, locations, and regions for gateways and phones. Configure conferencing, MOH, call park, call pickup, phone templates, voicemail. Configure extensions, users and voicemail for all IP phones. Incorporate Somerset County's existing Active Directory to configure users. Configure DHCP scope for all IP Phones using existing DHCP servers. Exceptions: (yes or no)_____.

F3 Install and configure the SRST (Survivable Remote Site Telephony) on the existing Cisco 2811 routers to provide telecommunication functionality in the event of a failure of the Communications Manager Server. Inbound calls will be sent to a phone or group of phones with the same extension and outbound calls will be able to be made. Exceptions: (yes or no)_____.

F4 Configuration planning - Meet with Somerset County to discuss how the True VoIP Unified Communication Solution should be laid out. Plan the configuration and call flow, including but not limited to extensions, call forward, no answer, call forward, busy patterns, calling restrictions, voicemail, auto attendants, call park, call pickup. Exceptions: (yes or no)_____.

F5 Install and configure the Cisco ATA 186 analog telephone adapter. Exceptions: (yes or no)_____.

G. Documentation

G1 Documentation - Supply in electronic form all documentation on how the True VoIP Unified Communication Solution has been configured. Provide all documentation included by the manufacturer for each/all products. Exceptions: (yes or no)_____.

G2 Phone manual - Supply in electronic form a customized phone system manual that includes description of phone models, explanation of phone usage, and step-by-step instructions for using phone features, voicemail, and web based (XML) features. Exceptions: (yes or no)_____.

H Training

H1 End-user Training - provide training for end-users. Train up to twelve specified personnel (train the trainer) per training session whereby they can then train end-users on the correct usage of the IP phones, voice mail and features of each type of IP phone. Coordinate a group training session on phone system usage, VoIP concepts and complete explanation of the IP phone capabilities. Training session shall be held between the hours of 9am-4pm, Monday through Friday at a Somerset County facility. Pricing shall be on a per day basis. Exceptions: (yes or no)_____.

H2 Administration Training - provide training for the administrators of the Unified Communications Manager and related components. Train up to twelve specified personnel per training session. Coordinate a group training session on the setup of IP phones, users, voicemail, system maintenance, backup, restore, disaster recover. Provide in electronic format customized training manuals. Training session shall be held between the hours of 9am-4pm, Monday through Friday at a Somerset County facility. Pricing shall be on a per day basis. Exceptions: (yes or no)_____.

3.9 OWNER ACCEPTANCE

1. Acceptance of the system or components by the County will occur when the County determines that all equipment has been installed, and the equipment is fully operational in accordance with this document and the Owner has further determined that the Contractor has satisfied all In-Service Training requirements defined within this document.

3.10 WARRANTY, MAINTENANCE AND RESPONSE TIME

3.10.1 Warranty

1. All equipment and software must operate in accordance with the manufacturer's standard specifications and documentations with a warranty for a minimum period of **one (1) Year** to begin after "Acceptance".
2. All repairs and replacement under the warranty are to be at no charge for parts, service and labor to the Owner. Warranty for software includes any updates and upgrades thereto during the warranty period. If warranty repairs cannot be corrected on site, and the component requiring the repair is crucial to the system, the Contractor must supply a replacement or loaner which is functionally equivalent at no charge in order to maintain the system while warranty repairs are being completed.

3.10.2 Trouble Report

1. Contractor must maintain and supply a toll-free telephone number for "trouble reporting" and technical support 24-hours a day Eastern Standard Time. Remote diagnostic testing capability of the equipment by the vendor's personnel is required.

3.10.3 Response Time

1. Response to a reported trouble on problems is four hours from initial telephoned trouble report unless the Owner assigns a high severity which requires a one hour response. A response may be by phone or in-person by a qualified technician

3.10.4 Repair Time

1. Next business day.

3.10.5 Current Production Items

1. The Contractor must provide only new current production items, software and firmware versions.
2. No used, remanufactured or discontinued items or outdated software or firmware versions are acceptable.
3. The Contractor is cautioned that surplus, seconds, factory rejects, closeout or distressed items are not acceptable, and if furnished, will be rejected.
4. Repetitive deliveries of substandard items will result in the Owner becoming authorized to obtain needed items on the open market and to charge the difference in price to the Contractor.

3.11 MAINTENANCE FOLLOWING WARRANTY PERIOD

1. The Contractor must provide either an all-inclusive three (3) year maintenance agreement or a fixed-rate five (5)-year maintenance agreement based on time and material for all maintenance and technical support for all equipment and software specified within this RFP.
2. The maintenance period will commence immediately following the warranty period.
3. Maintenance for software includes any program updates thereto during the maintenance term.

3.12 SUBSTITUTIONS/REPLACEMENTS/ADDITIONS

1. If a new product within the scope of this document is introduced during the contract term, or a current product is discontinued, updated or replaced by a new product, the Contractor shall offer that product under the contract price, the product must be better or equal to the equipment under contract and a request for substitution or addition must be made in writing to the County, with the following stipulations:
 - a. The Request must be submitted, in advance, and in writing, to the primary Owner Contact. An original and two exact copies must be submitted.
 - b. The equipment will be considered for addition to the contract at the introduction price less discount.
 - c. The request must be for equipment from the same manufacturer lines originally awarded.
 - d. The Owner must approve all requests in writing.
 - e. If a manufacturer is adding or removing dealers from an authorized list, the Contractor must submit the notice in writing as detailed above.

3.13 PRICE

1. All prices in price lists are net, include all transportation charges to the Owner and are firm and not subject to increase during the period of the contract.

2. Escalation clauses are not accepted.
3. All discounts from price list are firm for the period of the contract.
4. In the event of manufacturer's price decrease during the contract period, the Owner shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period.
5. The Owner must be notified in writing of any reduction within five (5) days of the effective date.

3.14 CONTRACT PERIOD

1. The contract shall be for a **two-year period** commencing with the date of formal award, continuation of each year based on availability of funds, plus 3 or 5 years for maintenance depending upon option selected

3.15 QUANTITIES

1. The Owner will not be bound to any minimum or maximum quantity.
2. The contract shall be for the quantities actually ordered or used during the contract period.

3.16 NO ADDITIONAL COSTS

1. All prices and hourly rates bid are all-inclusive.
2. Additional charges for indirect costs, fees, licenses, registrations, commissions, travel, subsistence, report preparation, administrative tasks, administrative and clerical support, overhead, etc., are not to be billed and, if billed will not be paid.

BID DOCUMENT CHECKLIST

<u>REQUIRED BY OWNER</u>	<u>Read, Signed & Submitted</u>
<input checked="" type="checkbox"/> Bid Proposal Form	<input type="checkbox"/>
<input checked="" type="checkbox"/> Stockholder Disclosure Form	<input type="checkbox"/>
<input checked="" type="checkbox"/> Non-Collusion Affidavit	<input type="checkbox"/>
<input checked="" type="checkbox"/> Consent of Surety	<input type="checkbox"/>
<input checked="" type="checkbox"/> Surety Disclosure Statement and Certification	<input type="checkbox"/>
<input checked="" type="checkbox"/> Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	<input type="checkbox"/>
<input checked="" type="checkbox"/> Bid Guarantee (with Power of Attorney for full amount of Bid Bond)	<input type="checkbox"/>
<input checked="" type="checkbox"/> Performance Bond	<input type="checkbox"/>
<input checked="" type="checkbox"/> NJ BRC	<input type="checkbox"/>
<input checked="" type="checkbox"/> Required Evidence Affirmative Action Regulations	<input type="checkbox"/>
<input checked="" type="checkbox"/> Three (3) references for similar projects	<input type="checkbox"/>
<input checked="" type="checkbox"/> Authorization for Background Check	<input type="checkbox"/>
	<hr/>
	Reviewed
<input checked="" type="checkbox"/> Mandatory Affirmative Action Language	<input type="checkbox"/>
<input checked="" type="checkbox"/> Americans With Disability Act of 1990 Language	<input type="checkbox"/>
<input checked="" type="checkbox"/> Cisco CCNA Certification	<input type="checkbox"/>
<input checked="" type="checkbox"/> Communications Manager Unified Workspace Licensing	<input type="checkbox"/>

This form is provided for bidder's use in assuring compliance with all required documentation.

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

BID PROPOSAL COST FORM

**TO THE COUNTY OF SOMERSET
BOARD OF CHOSEN FREEHOLDERS:**

The undersigned bidder(s) declares that he/she has read the Notice to Bidders, Instructions to Bidders, Affidavits and Specifications attached, that he/she has determined the conditions affecting the bid and agrees, if this proposal is accepted, the initial project is to furnish, and provide installation, training and maintenance, labor and material to accomplish communications solution for Warren Street Project.

Total Price \$ _____

Write in words _____

Itemized proposal for Warren Street Project Attached.

Itemized unit price list attached for future project(s) during the term of this contract.

C. Maintenance

15	<u>Option 1</u> All-inclusive 3-Year Maintenance Agreement	3 Year	\$ _____
16	<u>Option 2</u> Fixed Rate 5-Year Maintenance Agreement	Year 1	\$ _____
		Year 2	\$ _____
		Year 3	\$ _____
		Year 4	\$ _____
		Year 5	\$ _____

(Corporation)
The undersigned is a (Partnership) under the laws of the State of _____ having its
(Individual)
Principal office at _____

Company

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title of Authorized Agent

Date

Telephone Number

Email Address

Fax Number

COUNTY OF SOMERSET
STOCKHOLDER DISCLOSURE CERTIFICATION
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

**FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED
INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

CHECK ONE:

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Legal Bidder Name: _____

Check which business entity applies:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Limited Liability Corporation |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Other _____ | |

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where Incorporated: _____

Business Address:

_____	_____	_____	_____
STREET ADDRESS	CITY	STATE	ZIP

TELEPHONE #	FAX #	EMAIL	

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

_____	_____
NAME	HOME ADDRESS

_____	_____
NAME	HOME ADDRESS

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes No

Signature: _____ Date: _____

Printed Name and Title: _____

**COUNTY OF SOMERSET
NON-COLLUSION AFFIDAVIT**

State of _____
County of _____

ss:

I, _____ of the City of _____

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

I am _____ of the firm of _____
(Title or position) (Name of firm)

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any 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 County of Somerset 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 further 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 employees or bona fide established commercial or selling agencies maintained by _____.
(name of contractor)

(N.J.S.A. 52:34-25)

Subscribed and sworn to

before me this _____ day

of _____, _____.

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____.

CONSENT OF SURETY

A performance bond will be required from the successful bidder on this project, and consequently, all bidders shall submit, with their bid, a certificate in substantially the following form:

To: _____
(OWNER)

Re: _____
(CONTRACTOR)

(PROJECT DESCRIPTION)

This is to certify that the _____
(SURETY COMPANY)

will provide to _____ a performance bond in the full
(CONTRACTOR)

amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(Authorized Agent of Surety Company)

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY SUBMITTING THE BID.**

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

_____, Surety (ies) on the attached bond, hereby certify (ies) the following:

- (1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as part of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, ____ (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accountant that shall have certified those amounts):

- (3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

- (b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

- (4) The amount of the bond to which this statement and certification is attached is \$ _____

- (5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

_____ : and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(To be completed by an authorized certifying agent for each surety on the bond)

I _____ (name of agent) for _____ (name of surety), a corporation/mutual insurance company/other (indicating type of business organization) (circle one) domiciled in _____ (state of domicile), DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

(Signature of certifying agent)

(Printed name of certifying agent)

(Title of certifying agent)

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS P.L. 1975, c. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following the Purchasing Agent:

1. A letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. An Affirmative Action Employee Information Report (Form A.A. 302)
OR
4. All successful contractors must submit at signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request). **NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127**

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES _____ NO _____

If yes, please submit a photostatic copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?

YES _____ NO _____

If yes, please submit a photostatic copy of such certificate.

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT HE IS AWARE OF THE COMMITMENT TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127 AND AGREES TO FURNISH THE REQUIRED DOCUMENTATION PURSUANT TO THE LAW.

Company _____

Signature _____

Print Name _____

Title _____

Date _____

NOTE: A CONTRACTOR S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L. 1975, c. 127, WITHIN THE TIME FRAME.

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services 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 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 for the 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 of 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 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 and 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 at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 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 there unto, 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 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 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 the Agreement or otherwise at law.

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** 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 contacting 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 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

**ALERT
FAILURE TO INCLUDE A COPY OF YOUR
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
IS CAUSE FOR REJECTION OF YOUR PROPOSAL**

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 SOMERSET.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
 FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
 DIVISION OF REVENUE
 PO BOX 252
 TRENTON, N.J. 08646-0252

TAXPAYER NAME: **TAX REGISTRATION TEST ACCOUNT** TRADE NAME: **CLIENT REGISTRATION**

TAXPAYER IDENTIFICATION#: **970-097-382/500** SEQUENCE NUMBER: **0107330**


ADDRESS: **847 ROEBLING AVE** ISSUANCE DATE: **07/14/04**
TRENTON NJ 08611

EFFECTIVE DATE: **01/01/01**

FORM-BRC(08-01)

John S. Tully
 Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

 **STATE OF NEW JERSEY**
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
 TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
 20041014112823533

COUNTY OF SOMERSET

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE</u>	<u>ACKNOWLEDGE RECEIPT (Initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

EXHIBIT I



OFFICE OF THE SHERIFF

SOMERSET COUNTY, NEW JERSEY

FRANK J. PROVENZANO, SHERIFF

Authorization for Background Check

Name:		Date of Birth:	
Address:	City:	State:	Zip Code:
Telephone #:		Social Security #:	

By my signature below, I hereby authorize any representative of the Somerset County Sheriff's Office, access and release of all Federal, State, and Local records pertaining to my Criminal History. I also agree to a Motor Vehicle Records Check and submittal to being fingerprinted and photographed by the Identification Bureau.

I understand that the information released is for official use by the Somerset County Sheriff's Office only, to determine my suitability to work within the confines of the Somerset County Complex.

I hereby release you, your organization, and all others from liability or damages that may result from furnishing the information requested, including any liability or damage pursuant to any state or federal laws.

I understand my rights under Title 5, United States Code, Section 552a, the Privacy act of 1974, with regard to access and to disclosure of records, and I waive those rights with the understanding that information furnished will be used in accordance with the Somerset County Sheriff's Departments procedures.

You must present two forms of personal identification from the list below. One form must have your photograph on the identification. Approved identifications are:

- Your Drivers License
- Your Social Security Card
- Your Birth Certificate
- Your Passport
- A government issued identification card in your name

Signature	Date
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Revised January 23, 2004 W-074

EXHIBIT II



SOMERSET COUNTY, NEW JERSEY

BUREAU OF CRIMINAL IDENTIFICATION
908-231-7137

OFFICE OF THE SHERIFF

FRANK J. PROVENZANO, SHERIFF

ROBERT MCCARTHY, SUPERVISOR

Bureau of Criminal Identification Applicant

A **copy** of your **driver's license** and **social security card** will be made upon completion of this form.
(Una **copia** de su **licencia** l carta de **seguro social** se va aser cuando termina la forma).

Today's Date : _____ Home Phone:_(_____)_____ - _____
(Fecha)

Name: _____ Cell Phone :_(_____)_____ - _____
(Su nombre)

Address : _____
(Donde Vive)

Birth Place : _____ D.O.B. : _____
(Lugar de nacimiento) (Fecha de nacimiento)

Social Security # : _____ Driver License #: _____
(Numero de seguro) (Numero de su licencia)

Position applied for : _____ Name of Company applying with: _____
(Que tipo de trabajo estas aplicando) (El nombre de la comania que estas aplicando)

Sex : _____ Race : _____ Height : _____ Weight: _____ Hair Color: _____ Eye Color: _____
(sexo) (raza) (altura) (peso) (color de pelo) (color de ojos)

Marital Status: _____
(Casado, Soltero, Divorciado)

Current Employer: _____ Unemployed: _____
(El nombre de la compania que estas trabajandro ahora) (Marca si no estas trabajando ahora)

Current Employer Address _____
(Direccion dela compania que estas trabajando ahora)

Occupation : _____
(Ocupacion)

SBI : ____ FBI : ____ NCIC : ____ ATS : ____ ACS : ____ P/P : ____ PROM/GRV _____

CO CORR : ____ BCI : ____ DMV (Police Only) : ____ APPROVED BY _____

ID OFFICER: _____

