

COUNTY OF MONMOUTH
STATE OF NEW JERSEY

PROVIDE FIBER OPTIC MAINTENANCE FOR VARIOUS MONMOUTH COUNTY LOCATIONS
FOR THE PERIOD OF MAY 1, 2015 THROUGH APRIL 30, 2020 F-64-2015

INCLUDES:

- | | |
|------------------------------------|------------------------------------|
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| IRAN DISCLOSURE FORM | |

AUTHORIZED: January 22, 2015

ADVERTISED: February 27, 2015

GARY J. RICH, Sr.
DIRECTOR OF THE BOARD OF CHOSEN FREEHOLDERS

MARION MASNICK
CLERK OF THE BOARD

TERI O'CONNOR
COUNTY ADMINISTRATOR

GERRI C. POPKIN
DIRECTOR OF PURCHASING

NAME OF BIDDER: _____

ADDRESS: _____

Phone: _____ Fax: _____

PLEASE INCLUDE ONE (1) UNBOUND ORIGINAL BID WITH SIGNATURE(S) AND TWO COPIES

**COUNTY OF MONMOUTH
STATE OF NEW JERSEY
NOTICE TO BIDDERS**

Sealed bids will be received by the Division of Purchasing of the County of Monmouth, New Jersey and opened and read **IN PUBLIC IN THE PURCHASING CONFERENCE ROOM, LOCATED ON THE SECOND FLOOR, IN THE SPECIAL SERVICES COMPLEX, 300 HALLS MILL ROAD, FREEHOLD, NJ** on **March 10, 2015 at 10:30 AM** for the following:

PROVIDE FIBER OPTIC MAINTENANCE FOR VARIOUS MONMOUTH COUNTY LOCATIONS FOR THE PERIOD OF MAY 1, 2015 THROUGH APRIL 30, 2020 F-64-2015

Request for Bid packets must be downloaded on the County website, at www.visitmonmouth.com/purchasing under "Upcoming RFB's (Request for Bid).

Any RFB Addenda will be issued on the website. Therefore, all interested respondents should check the website from now through the RFB opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Bids must be made on standard RFB forms in the manner designated and required by the specifications, enclosed in sealed envelopes bearing the name and address of the bidder, designating the name of the bid on the outside, addressed to the Purchasing Agent of the Division of Purchasing, County of Monmouth, **SPECIAL SERVICES COMPLEX, 300 HALLS MILL ROAD, FREEHOLD, NJ 07728.**

THIS IS AN OPEN-END SUPPLY CONTRACT. The goods and/or services are on-call if and when needed. The quantities bid are estimates and the County reserves the right to increase quantities, using unit prices, by up to 20% or decrease quantities by 100%. Regardless of the stated term of the contract, the County may terminate the contract whenever the amount incurred under the contract equals or exceeds 100% of the estimated quantity(ies) specified in the RFB.

Bidders are required to comply with requirements of N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27) (Equal Employment Opportunity), 42 U.S.C. § 12101, et seq. (Americans with Disabilities Act), N.J.S.A 52:32-44, et seq. (New Jersey Business Registration) and (if applicable) the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25, et seq.

The County of Monmouth reserves the right to reject any or all bids in accordance with applicable laws and regulations.

By order of the Board of Chosen Freeholders of the County of Monmouth.

GARY J. RICH, Sr., Director
MARION MASNICK, Clerk of the Board
GERRI C. POPKIN, Director of Purchasing

BS-NS (Revised 02/15)

GENERAL CONDITIONS

1. The attached RFB must be used and fully completed.
2. The award of contract shall be by resolution of the Board of Chosen Freeholders within sixty (60) days after receipt of bids, unless otherwise extended at the request of the County with the consent of the bidder or bidders.
3. The bidder must indicate any variance to the specifications, terms and/or conditions. If variances are not shown in the RFB, the bid will be evaluated based on full compliance with the specifications.
4. The County reserves the right to waive any informalities in the bids.
5. The County of Monmouth is exempt from most Federal, State and Municipal excise, sales and other taxes.
6. The Contractor shall bill the County by submitting detailed invoices and certified vouchers to the County's Using Department(s). The County will make payment of amounts justly due and owing to the Contractor within sixty (60) days thereafter, unless a sooner payment is required under the New Jersey Prompt Payment Law (*N.J.S.A. 2A:30A-1, et seq.*).
7. In case of default by the bidder or contractor, the County of Monmouth may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby in addition to any other damages to the County of Monmouth.
8. The contract will contain the following provisions:
 - A.** The Contractor will indemnify and hold harmless the County of Monmouth, its Board of Chosen Freeholders, its Constitutional Officers (Sheriff, County Clerk, and Surrogate), and their respective servants, volunteers, and agents (collectively the "County") for and from any and all losses, costs, damages, claims, suits and/or liabilities arising from any and all State or Federal actions of whatever kind, including Section 1983 claims, including counsel fees and costs of suit (collectively the "losses"), to which the County may be put by reason of any claim for damages of any kind to persons, business entities, or property due, in whole or in part, to the carelessness or negligence of the Contractor. It is the expressed intent of the parties hereto that the Contractor shall defend and indemnify the County even for the County's own alleged or actual partial negligence up to and until such a time as a trier of fact, be it a judge, jury, or binding arbiter, determines that the losses were the result of the sole and complete negligence of the County.
 - B.** The Contractor will also indemnify and hold harmless the County for and from any and all losses to which the County may be put by reason of the Contractor's failure to pay its workers, suppliers, or subcontractors for labor or materials provided to the County.
 - C.** The Contractor further agrees that the County reserves its right to monitor and actively participate in the defense of any and all claims against the County, at its own expense, if, in its sole discretion, it chooses to do so.

GENERAL CONDITIONS CONTINUED

9. The contractor shall maintain the following insurance coverage, and provide proof of same upon award of a contract, in a form and with a company satisfactory to the County:
- A. Worker's Compensation and Employer' Liability**
 - . covering all of the contractor's employees engaged in the performance of the contract and in accordance with the requirements of the laws of the State of New Jersey, including a voluntary compensation/all States endorsement.

 - B. Commercial General Liability**
 - . for bodily injury and property damage, including coverage for: premises/operations; products/completed operations; broad form property damage; and independent contractors. Limits of not less than \$1,000,000.00 for both bodily injury and property damage are required. A combined single limit of \$1,000,000.00 is acceptable. The contractor shall maintain completed operations insurance for at least two years after final contract payment.

 - C. Business Automobile Liability**
 - . for bodily injury and property damage with limits of not less than \$1,000,000.00 per person or occurrence. A combined single limit or \$1,000,000.00 is acceptable. Coverage should include hired and non-owned vehicles.

 - D. Limited Construction Contracts (If applicable)**

for these contracts, the following additions to the above described coverage will be necessary:

 - 1. **Worker's Compensation and Employer's Liability** - No Change
 - 2. **Commercial General Liability** - Add the following endorsements: Explosion, Collapse, and Underground (XCU), if applicable, and Blanket Contractual.
 - 3. **Business Automobile Liability** - A MCS-90 certificate shall be provided if hazardous materials or waste will be transported during the performance of the work.
 - 4. **Additional Insured** - the County of Monmouth must be named as an additional insured on all policies excluding the Worker's Compensation policy.
 - 5. **Subcontractors** - In the discretion of the County, subcontractors hired by the contractor may be required to satisfy the insurance provisions set forth above.
- Note:** The County reserves the right to waive or modify the above insurance requirements, if appropriate.
10. Non-Collusion Affidavit must be completed and included with bid.
11. List each unit price and extension on the bid proposal form. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid, inside delivery, by the contractor F. O. B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered. ALL PRICES MUST INCLUDE ALL SHIPPING CHARGES AND INSIDE DELIVERY.

GENERAL CONDITIONS CONTINUED

12. Prevailing Wage & Labor Laws. The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor laws must be complied with by the successful bidder (if applicable).
13. The bidder, by submitting a bid, attests to the fact that neither the bidder or any of its sub-contractors are prohibited from receiving the award under N.J.S.A. 34:11-56.38 (regarding State of New Jersey list of debarred Contractors and Sub-Contractors).
14. The County reserves the right to accept any one of equal or tie bids or proposals in accordance with N. J. S. A. 40A:11-6.1(d).
15. Bids may be hand delivered or mailed to the Monmouth County Purchasing Department. The County assumes no responsibility for bids received after the designated date and time and will return late bids to the bidder unopened.
16. A properly completed Statement of Ownership must be provided at the time of bid.
17. Unless otherwise specified, brand names if any, are mentioned for identification purposes only. An equivalent may be accepted if proved to be a true equivalent. The brand or model, etc. must be stated on the bid, otherwise the bid item(s) will be deemed to be exactly as specified.
18. In accordance with N.J.S.A. 40A:11-18 only manufactured and farm products of the United States, wherever available may be used.
19. Bids must be enclosed in a sealed envelope bearing the name and address of the bidder. THE NUMBER AND NAME OF THE BID MUST BE DESIGNATED ON THE OUTSIDE OF THE ENVELOPE.
20. A Certificate of Ownership made out to the County of Monmouth must be furnished at the time of delivery in the case of vehicles or other titled equipment.
21. If there is a discrepancy between the extended price and the unit price, the unit price shall prevail and the County retains the right to re-compute the extended price.
22. In order to comply with requirements of the Local Public Contracts Law, the County may cancel the contract whenever the dollar amount expended under the contract reaches or exceeds the initial total contract amount.
23. The County also retains the right to check the addition of all extended prices regardless of whether or not there is a discrepancy between the extended prices and the unit price. If the total sum of the extended price is incorrect, as a result of bidders faulty arithmetic calculations, the County will substitute the correct price and inform the vendor of the change.
24. The successful contractor will not assign or subcontract the work specified and covered under the terms of the Agreement or any part thereof, without the consent of the County, except for any subcontractors named in the RFB.
25. This is an open-end contract. The goods and/or services are on-call if and when needed. The quantities bid are estimates and the County reserves the right to increase quantities, using unit prices, by up to 20% or decrease quantities by up to 100%.

BS-NS (Revised 02/15)

GENERAL CONDITIONS CONTINUED

26. If the contract period extends beyond the County's current budget year, the contract shall be subject to the availability and appropriation annually of sufficient funds in any subsequent year(s).
27. **LUMP SUM/LINE ITEM AWARD** - This contract will be awarded on a lump sum basis, that is, to the bidder whose total lump sum for all items is the lowest, without regard to the individual line item prices, if any, unless the County can save 10% or more by awarding on a line item basis, in which event the contract will then be awarded on a line item basis.

If no bidder bids all items, the County will award those items bid upon on a line item basis if practicable.

Any bidder may either (a) specify that a line item award will not be accepted by the bidder or (b) give two sets of prices, one set for a lump sum award and one set for a line item award. In the case of option (a), the bidder's line item prices bids will not be analyzed for a possible line item award. In the case of option (b), only the set of line item prices will be analyzed, pursuant to the above formula, for a possible line item award.

28. The successful bidder must comply with the attached requirements:

- (a) Equal Employment Opportunity – Exhibit A
- (b) Business Registration – Exhibit B

29. Unit price must not exceed four (4) decimal places.

30. **ADVISORY TO ALL VENDORS**

Notice of "Pay to Play" Disclosure Requirement

P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more cumulatively in contracts from New Jersey governmental entities in a calendar year is required to file an annual disclosure report with ELEC. These reports are due by March 31 following the year being reported. 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.

If you have any questions please contact ELEC at 1-888-313-ELEC (toll free in NJ) or 1-609-292-8700.

31. The successful vendor may not impose fuel surcharges during the term of the contract.
32. **Time for Submission of Checklist Documents.** The documents required under heading A of the Bidder's Checklist must be submitted with the bid. The County shall set a deadline for the submission of any documents which are not submitted with the bid and which are listed under the headings B and C on the Bidder's Checklist. The County may in its discretion extend the deadline, upon request by the Bidder. If a document is not submitted by the deadline or the extended deadline, if any, the bid will be rejected.

GENERAL CONDITIONS CONTINUED

33. Persons who receive advertisements, bid documents, revisions or addenda to advertisements or bid documents from a secondary source, such as a bidding service, do so at their own risk as to the timeliness, completeness and accuracy of the information they receive. The County is not responsible for sending notices of revisions or addenda to advertisements or bid documents to anyone who receives the advertisements or bid documents from a secondary source and of whom the County is not aware.
34. **CANCELLATION WITHOUT CAUSE**
If this is an on-call supply contract for a stated period of time or a service contract, whether or not for a stated period of time, the County may cancel the contract or portions thereof, without cause, upon written notice to the contractor. If an on-call supply contract is cancelled or partially cancelled by the County under this provision, the contractor shall be entitled to payment only for the goods called for by the County prior to the cancellation, at the contract rate(s), upon delivery of those goods to the County, but not for the overhead and profit associated goods not called for by the County. In the alternative, at its option, the County may also cancel any or all called for orders for goods, provided that the County will compensate the contractor for the contractor's reasonable overhead and profit related to such orders, but not for the overhead and profit associated with any other goods not called for by the County. Likewise, a service contractor shall be entitled to payment for services duly requested by the County and rendered by the contractor prior to the cancellation, also at the contract rate(s), but not for the overhead and profit associated with services not performed. If a contract is partially cancelled, the remainder of the contract shall continue in effect, subject to reasonable adjustment to cover the contractor's actual increased costs, if any, in supplying the remaining goods or services.
35. The County reserves the right, in its discretion, to reject unbalanced bids.
36. The contract will contain the following provision: "The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. (N.J.A.C. 17:44-2.2)"

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure

Revised 02/23/15I

that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division of Purchase & Property, CCAU, EEO Monitoring Program and distributed to the public agency through the Division of Purchase & Property, CCAU, EEO Monitoring Program's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

EQUAL EMPLOYMENT OPPORTUNITY
QUESTIONNAIRE ON
PROCUREMENT AND SERVICE CONTRACT

(THIS FORM IS NOT NECESSARY FOR A CONSTRUCTION CONTRACT)

- | | <u>YES OR NO</u> |
|--|-------------------------|
| 1. Our Company has a current federal affirmative action plan approval. If yes, please submit a copy of said approval. | _____ |
| 2. Our Company has a New Jersey State Certificate of Employee Information Report. If yes, please include copy. | _____ |
| 3. We do not have a current Federal Plan Approval or State Certificate. We will complete and file Form AA302 on line at www.state.nj.us/treasury/contract_contract_compliance and provide a "filed" copy to the County. | _____ |

PLEASE NOTE:

One of the above **MUST** be submitted **IF YOU ARE THE SUCCESSFUL BIDDER AND RECEIVE THE AWARD. THIS IS REGARDLESS OF THE NUMBER OF EMPLOYEES YOU HAVE.**

NAME: _____

SIGNATURE: X _____

TITLE: _____

DATE: _____

THIS FORM SHOULD BE COMPLETED, SIGNED AND RETURNED WITH YOUR BID.

EXHIBIT B

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS NON-CONSTRUCTION

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted. No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with N.J.S.A. 52:32-44, as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates (N.J.S.A 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the "Sales and Use Tax Act" (N.J.S.A. 54:32 B-1, et seq.) on all sales of tangible personal property delivered into this state.

A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (N.J.S.A. 5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.


Sample Business Registration Certificates are attached. Certain other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are not proof of business registration.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-9292. Form NJ-REG can be filed online at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

(Revised 3/10)

THESE ARE SAMPLES OF BUSINESS REGISTRATION CERTIFICATES.

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

OR

| | | |
|--|--|---|
| STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE | | DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 302 TRENTON, N.J. 08646-0202 |
| TAXPAYER NAME: | TRADE NAME: | |
| TAXPAYER IDENTIFICATION#: | SEQUENCE NUMBER: | |
| ADDRESS: | ISSUANCE DATE: | |
| EFFECTIVE DATE: | <i>John S. Tully</i> Acting Director | |
| FORM-BRC(08-01) | This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address. | |

(Revised 3/10)

STATEMENT OF OWNERSHIP

(N.J.S.A. 52:25-24.2)

The BIDDER is (check one):

- Individual Partnership P.A. P.C. L.L.C. L.L.P.
- Corporation Joint Venture Other (specify): _____

I certify that:

No individual person or entity owns a 10% or greater interest in the Bidder.

OR

The names and addresses of all persons and entities who own a 10% or greater interest in the Bidder or any listed entities are as follows:

NAMES:

ADDRESSES:

- | | | |
|----|--|--|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |

Check here if additional sheets are attached.

Check here to certify that no person or entity, **except for those already listed above or on any attached sheets**, owns a 10% or greater interest in the bidder or any listed entities.

NAME OF BIDDER: _____

SIGNED BY: X _____

PRINT NAME & TITLE: _____

DATE: _____

NOTE: If an entity owns a 10% or greater interest in the Bidder, list all owners of 10% or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10% or greater interest in each listed entity has been disclosed.

NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)

STATE OF _____)

ss:

COUNTY OF _____)

Re: PROVIDE FIBER OPTIC MAINTENANCE FOR VARIOUS MONMOUTH COUNTY LOCATIONS FOR THE PERIOD OF MAY 1, 2015 THROUGH APRIL 30, 2020 F-64-2015

I, _____ (name)
of full age, being duly sworn according to law, on my oath depose and say:

I am the _____ (title)

of _____ (name of bidder),
the bidder for the above named project, and that I executed the said bid with full authority so to do; that the 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 the bid and in this affidavit are true and correct, and made with full knowledge that the County of Monmouth relies upon the truth of the statements contained in the bid and in the statements contained in this affidavit in awarding a contract for the 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 established commercial or selling agencies maintained by my firm for the purpose of securing business.

Signed: X _____

Subscribed and sworn to
before me this _____ day
of _____, 20__.

Notary Public of

My commission expires _____, 20__.

County of Monmouth, State of New Jersey
Division of Purchasing
DISCLOSURE OF ENERGY SECTOR INVESTMENT ACTIVITIES IN IRAN
New Jersey Public Law 2012, Chapter 25

Solicitation Number: F-64-2015 **Bidder / Respondent:** _____

Project Description: PROVIDE FIBER OPTIC MAINTENANCE FOR VARIOUS MONMOUTH COUNTY LOCATIONS FOR THE PERIOD OF MAY 1, 2015 THROUGH APRIL 30, 2020

PART 1 – CERTIFICATION – CHECK THE APPROPRIATE BOX:

A. I certify that neither the Bidder / Respondent nor any of the Bidder’s / Respondent’s parents, subsidiaries, or affiliates, as defined in C.52:32-56(e), is on the “Chapter 25 List” created and maintained by the New Jersey Department of the Treasury, as a person or entity engaging in the energy sector investment activities in Iran described in C.52:32-56(f). The Chapter 25 List may be found at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

OR

B. The Bidder / Respondent and/or one or more of its parents, subsidiaries or affiliates is a person or entity on the Chapter 25 List referred to above. A detailed and precise description of the relevant activities of the listed Bidder / Respondent and/or listed parents, subsidiaries or affiliates is provided in Part 2 below.

PART 2 – ADDITIONAL INFORMATION – COMPLETE PART 2 ONLY IF B. IN PART 1 IS CHECKED:

The following is an accurate and precise description of the energy sector investment activities in Iran of the Bidder / Respondent and/or listed parents, subsidiaries or affiliates, on the Chapter 25 List (attach additional pages as necessary to make full disclosure):

Name of Person(s) or Entity(ies) on the Chapter 25 List: _____

Relationship to Bidder / Respondent: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder / Respondent Contact Name: _____ Contact Phone Number: _____

Check here if additional pages are attached and state number of attached pages: _____ (Number of pages attached.)

CERTIFICATION FOR PART 1 AND, IF APPLICABLE, PART 2: I, being of full age, hereby certify that the foregoing information and any attachments hereto are to the best of my knowledge true and complete. I certify that I am authorized to execute this certification on behalf of the Respondent. I acknowledge that the County of Monmouth will rely on the information contained herein and thereby acknowledge that I and the Bidder / Respondent are under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers or information contained herein.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is willfully false, I am subject to punishment and the Bidder / Respondent is subject to the penalties stated in C. 52:32-59 and C. 40A:11-2.1.

Full Name (Print) _____ Signature: _____

Title: _____ Date: _____

COUNTY OF MONMOUTH

ADDENDUM NO. _____

ACKNOWLEDGMENT

PROJECT ENTITLED: _____

acknowledgment is hereby made of the receipt of Addendum No. _____
containing information for the above referenced project.

BIDDER: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NOTE:

WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL AT THE TIME OF BIDDING.

BIDDER'S CHECKLIST

BID NO.: F-64-2015

Owner's **CHECKMARKS**

Items submitted with bid
Bidder's **INITIALS**

**A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH
THE BID IS MANDATORY CAUSE FOR REJECTION**

↓

↓

- Bid (**unbound original**) (2 additional copies requested, but not mandatory) _____
- Bid guarantee (bid bond or guaranteed funds) _____
- Surety certificate (consent of surety) _____
- List of designated subcontractors _____
- Acknowledgment of receipt of addenda or revisions (if any) _____
- Statement of Ownership _____
- Non-Collusion Affidavit _____
- Other: _____

**B. ITEMS PREFERRED AT TIME OF BID, BUT MANDATORY
PRIOR TO AWARD OF CONTRACT**

- Copy of Public Works Contractor Registration Act Certificate for the bidder and any designated subcontractors, effective on the date of bid _____
- Copy of the N.J. Business Registration Certificate or other acceptable proof of Business Registration for the bidder and any designated subcontractors _____
- Iran Disclosure Form _____
- References / List of previous and/or active relevant work _____
- Resume(s) _____
- Financial Statement _____
- Catalogs/Price Lists _____
- Product Samples _____
- Certification of Available Equipment _____
- Contractor's Qualification Statement _____
- Other: _____

C. OPTIONAL

- Equal Employment Opportunity Questionnaire _____
- County Cooperative Contract Option _____

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

COMPLETE AND SUBMIT THIS CHECKLIST WITH THE BID

The County of Monmouth



Information Technology Services

R E Q U E S T F O R B I D S

Fiber Optic Maintenance

For The

Monmouth County Communications Network

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PURPOSE OF THE REQUEST FOR BIDS

Monmouth County is seeking to identify and select an outside independent organization to perform the activities listed below. This document provides information that will allow a contractor or service provider to understand the scope of the effort and develop a bid in the format desired by the County of Monmouth.

The County seeks a bidder to:

Provide fiber-optic cable maintenance and service for the County of Monmouth and its communication network for a period of five (5) years, beginning May 1, 2015 through April 30, 2020.

ADMINISTRATIVE INFORMATION

TECHNICAL CONTACT

Any questions concerning technical specifications or Statement of Work (SOW) requirements must be directed to:

| | |
|----------------|--|
| Name | John Zawadzki |
| Address | MC Information Technology Services 3000 Kozloski Road, Freehold NJ 07728 |
| Phone | 732-431-7991 ext. 8999 |
| FAX | 732-431-7847 |
| Email | john.zawadzki@co.monmouth.nj.us |

CONTRACTUAL CONTACT

Any questions regarding contractual terms and conditions or RFB bid format must be directed to:

| | |
|----------------|---|
| Name | Monmouth County Division of Purchasing |
| Address | Special Services Complex, 2nd floor 300 Halls Mills Road Freehold, NJ 07728 |
| Phone | Contact: Anne NiCastle (732) 431-7370 ext. 7933 |
| FAX | (732) 431-7379 |
| Website | Doing Business with the County http://co.monmouth.nj.us/page.aspx?ID=3398 |
| Email | anicastle@co.monmouth.nj.us |

DUE DATES

All bids are due by the due date assigned by the Purchasing Department. Any bid received at the designated location after the required time and date specified for receipt shall be considered late and rejected.

BID PREPARATION

BID SUBMISSION

The Vendor's bid shall be submitted in several parts as set forth below. The Vendor will confine its submission to those matters sufficient to define its bid and to provide an adequate basis for the County of Monmouth's evaluation of the Vendor's bid.

The selected Vendor's bid in response to this RFB will be incorporated into the final agreement between Monmouth County and that Vendor. The bid should include the following sections

1. Executive Summary
2. Approach and Methodology
3. Project Deliverables
4. Project Management Approach
5. Detailed and Itemized Pricing
6. Appendix: References
7. Appendix: Project Team Staffing
8. Appendix: Company Overview

The detailed requirements for each of the above-mentioned sections are outlined below.

EXECUTIVE SUMMARY

The Vendor will present a high-level synopsis of the Vendor's response to the RFB. The Executive Summary will be a brief overview of the engagement and should identify the main features and benefits of the proposed contract.

APPROACH AND METHODOLOGY

The Vendor will include detailed maintenance procedures and demonstrate technical expertise by phase. This section should include a description of the type of work proposed by the Vendor.

PROJECT DELIVERABLES

Include descriptions of the types of reports used to summarize and provide detailed information on security risk, vulnerabilities, and the necessary actions. Include sample reports as attachments to the bid to provide an example of the types of reports that will be provided for this engagement.

PROJECT MANAGEMENT APPROACH

Include the method and approach used to manage the overall project and client correspondence. Briefly describe how the engagement proceeds from beginning to end.

APPENDIX: REFERENCES

Provide references for whom you have performed similar work.

APPENDIX: PROJECT TEAM STAFFING

Include biographies and relevant experience of key staff and management personnel. Describe the qualifications and relevant experience of the types of staff that would be assigned to this project by providing resumes for those staff members. Affirm that no employees working on the engagement have ever been convicted of a crime.

APPENDIX: COMPANY OVERVIEW

Provide the following for your company:

- Official registered name (Corporate, D.B.A., Partnership, etc.), Dun & Bradstreet Number, primary and secondary SIC numbers, address, main telephone number, toll-free numbers, and facsimile numbers.
- Key contact name, title, address (if different from above address), direct telephone and fax numbers.
- Person authorized to contractually bind the organization under this RFB.
- Brief history, including year established and number of years your company has been offering maintenance services.

DOCUMENTATION

See the Bidder’s Checklist.

EVALUATION OF BIDS

The contract will be awarded to the lowest responsive and responsible bidder.

SCOPE OF WORK

INTENT

This bid specification is intended to provide interested contractors with sufficient information to prepare and submit bids for fiber optic maintenance of the County’s communications campus complex.

The prospective vendor will be required to supply on-site maintenance support for outside plant Fiber optic Metropolitan Area Network (Fiber-MAN), which is presently used by the County of Monmouth. The Fiber-MAN is located in power area of the pole system. It is crucial that the County obtain the on-site management support for Fiber-MAN, since it is a key element of the Monmouth County’s enterprise network, supporting all phone and data communications in the Freehold area.

REQUIREMENTS

Monmouth County is requesting price quotations and detailed description of work and services offered from the providers herein referred to as the “Contractor.” Bids must substantially comply with the following specifications.

The County of Monmouth requires an agreement of maintenance for a fiber optic communications topology infrastructure between the buildings and facilities of the County Campus. This connection provides connectivity to all sites supported by the MC Data Center at 3000 Kozloski Road. A list of County buildings and addresses will be provided.

All proposed solutions and services must be in place and operational on or about May 1, 2015, unless other mutually agreed arrangements are made in advance.

The contractor must have access rights and attachment rights to power company structures and routine maintenance service on utility poles and towers within the power space, for repair/replacement parts, periodic inspections, etc., including right-of-way occupancy, right-of-way maintenance, cable transfers, use of underground conduit system and formal emergency response system.

Note: Monmouth County’s fiber-optic cable resides in the power space on JCP&L facilities. Access to this space to render the outlined services is restricted to approved JCP&L contractors under its supervision.

SPECIFICATIONS

Terms (Contract period starting on or about May 1, 2015 through April 30, 2020)
5 year plan

Coverage
24-7 (24 hrs. per day, 7 days per week)

Response Time

Maximum of 24-hour on-site job location response time. Response to line related problems must be made within four hours of report of a problem. Actual repair to non-redundant links must be completed within six hours; repairs to redundant links must be completed within twenty-four hours.

- a. Indicate maximum guaranteed response time from time of receiving request for service to time of dispatch.
- b. Indicate maximum guaranteed response time from time of dispatch to time crew will arrive on job site location in and around Freehold, NJ to provide service.

Service location from where dispatched.

- a. Specify dispatcher’s location.
- b. Specify serviceman/crew’s home base and location from where serviceman/crew will be dispatched for emergency and nonemergency service.
- c. Specify service serviceman/crew’s distance.
- d. Specify hours and phone numbers for emergency and non-emergency service call requests.
- e. (Optional) Additional alternative proposed response time guarantee.

Service Specifications

Service to include preventive maintenance, emergencies, and requirements resulting from Monmouth County fiber optic cable related pole attachment contracts, for repair/maintenance/relocation of installed Monmouth County fiber optic cables between sites.

- a. Service to a fiber optic cable includes any item of a complete fiber cable run between and to termination patch panels, including termination patch panels, terminations at patch panels, fiber optic cable, fiber cable splices, pole/building attachments, fiber cable related guy/suspension wires/anchors, loop and splice cans/boxes, etc.
- b. Relocation requirements may result from emergencies, or utility pole replacement attachment requirements resulting from Monmouth County pole attachment agreements.

Monmouth County’s **existing fiber** optic cables and equipment are in compliance with **industry standard** products.

The County requires equal **industry standard** fiber optic cable products be used as replacement products for service repair/replacement/maintenance unless otherwise agreed to or specified by Monmouth County.

The Vendor will comply with current industry standards, and existing Monmouth County fiber optic cable related contracts, and/or permits regarding the installation, repair, and maintenance of Monmouth County cable facilities.

Repaired fiber optic cable must be tested and test results supplied to Monmouth County.

ARCHITECTURE

Currently, the County has its own 35 mile dark fiber to 65 buildings in and around the Freehold campus.

Monmouth County expects to award the bid to a contractor with expertise in service and maintenance of fiber-optic cable in order to maintain a star topology network built for survival. Contractors are invited to provide a solution to satisfy the requirements, as long as diversity is preserved. Please describe the architecture of the solution being proposed to meet this requirement, including:

- a. Monitoring operations
- b. Method of circuit repair
- c. Service level commitments
- d. Disaster Recovery

DELIVERABLES

The contractor shall provide all technical and management resources necessary to maintain the fiber network and a physical diverse redundant path including the following:

1. Security Requirements

The contractor shall perform any work taking into consideration the security requirements of the County of Monmouth and as notified by the County of Monmouth Contracting Officer Representative or designee.

2. Reporting Requirements

The contractor shall provide an incident update in a format acceptable to the County of Monmouth summarizing accomplishments and activities during the incident period, scheduled work for any additional period must include cost and schedule progress, risks, issues and necessary mitigation plans. The contractor shall have a supervisor on site during all incidents for service, who will be responsible for supervising the performance of any work as delineated in these specifications.

- **Cable Maintenance:** All cable construction attached to telephone/electric/communication poles or towers shall be in strict compliance with all applicable standards including the National Electrical Code, Nations Electric Safety Code, JCP&L and any NJ State requirements.
- **Maintenance and Repair Requirements:** The contractor shall provide on-call restoration services to restore fiber links that fail to maintain light transmission providing full data bandwidth of Dense Wavelength Division Multiplexing (DWDM_0.40 dB/kilometer @ 1310 nm; 0.41 dB/kilometer @ 1555 nm as part of this contract. Response to line related problems must be made within four hours of report of a problem. Actual repair to non-redundant links must be completed within six hours; repairs to redundant links must be completed within twenty-four hours.

ONGOING SERVICES

All support and services shall be the responsibility of the Contractor. The Contractor must supply detailed descriptions of ongoing services available. The Service Level Agreement (SLA) must provide comprehensive service guarantees, technical support response time guarantees and support availability including, but not limited to:

- a. Technical support
- b. Online customer support
- c. Proactive monitoring
- d. Performance Reports
- e. Point of contact for all sales, development, billing and service

EXPERIENCE AND REFERENCES

The contractor must be a company that is normally engaged in the provision of fiber-optic cable maintenance. Contractors are to include their qualifications to meet bid specifications in terms of past and current experience, especially in providing services to county governments and other public sector entities. The Contractor should provide several references. References should include any public sector institutions with a similar environment. The name and address of the organization, the name(s), titles and telephone numbers of the person(s) to be contacted and a general scope of services provided are to be stated in the bid. Further documentation attesting to corporate growth, market share, reputation, experience, quality of service, quality of support personnel should be supplied.

COSTS

The Contractor must submit a Cost Summary, which should include all items for one monthly price, that is, the Cost Summary should include the cost of the SLA costs associated with performance and reliability of service, equipment and material costs, and all Make Ready, Right of Way, permit and environmental issue costs.

COST SUMMARY

COST FOR EXISTING SYSTEM

Monthly Fee for all Rights and Maintenance, as specified

60 months @ \$ _____ per month = \$ _____

**FOR COMPARISON OF BIDS, THE LOW BID WILL BE THE BID THAT OFFERS
THE LOWEST TOTAL COST FOR THE ENTIRE TERM OF THE CONTRACT.**

NAME of COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

CONTACT NAME _____

PHONE # _____

EMAIL ADDRESS _____

Services Summary

| Service | Yes | No | Explanation or Documentation Attached |
|--|-----|----|---------------------------------------|
| Contractor Qualifications | | | |
| Has substantial experience as a fiber-optic cable installer. | | | |
| Has a certified DR plan that has been successfully tested and passed within the past year. | | | |
| Maintenance and Troubleshooting | | | |
| A defined, documented escalation procedure to be followed in the event of a service outage. | | | |
| Certified network engineers that MCITS can contact to help resolve any service problems. | | | |
| A written acknowledgment and explanation of service problems, the steps being taken to resolve the problems and when the problems are expected to be resolved. | | | |
| Ongoing Services | | | |
| Monitoring and proactive network management (provide details and cost). | | | |
| Provides tools for online customer support, reports and ticket creation. | | | |

SIGNATURE PAGE

RFQ# F-64-2015

To the Board of Chosen Freeholders of the County of Monmouth:

**THE UNDERSIGNED HEREBY DECLARES THAT
I (WE) HAVE CAREFULLY EXAMINED THE SPECIFICATIONS.
I (WE) HEREBY CERTIFY PRICES QUOTED ARE IN ACCORDANCE
WITH YOUR REQUIREMENTS.**

Company Name: _____
(PRINT)

Preparer's Name: _____
(PRINT)

Signature: _____
(DATE)

Address: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

Contact Person: _____

FEIN: _____
(Federal Employee ID)