



IXP CORPORATION
Princeton Forrestal Village
103 Main Street, Princeton, NJ 08540
609.759.5100 *direct* | 609.759.5099 *fax*
WWW.IXPCORP.COM

COVER LETTER

May 13, 2016

Attn: Jessica Bishop, Purchasing Agent
County of Salem Purchasing Department
110 Fifth Street, Suite 400
Salem, New Jersey 08079

Dear Jessica,

We are pleased to submit this Bid to Salem County in response to the Invitation to Bid for Providing 911 Emergency Dispatch Services. Please find attached additional information about IXP Corporation and our approach to these services.

We are excited to partner with Salem County to improve your emergency communications services and increase customer satisfaction while providing considerable savings with year after year financial predictability. With IXP, Salem County is able to confidently move forward with the pioneering concept of privatization.

I look forward to hearing from you.

Best regards,

A handwritten signature in cursive script that reads "Lawrence D. Consalvos".

Lawrence D. Consalvos

President and Chief Operating Officer
IXP Corporation
103 Main Street, Princeton, NJ 08540
609.759.5102 *Direct*
lconsalvos@ixpcorp.com *Email*

Specifications

For Providing 911 Emergency Dispatch Services
for the County of Salem

Friday, May 13, 2016
2:00 P.M. Prevailing Time

Salem County Purchasing Department

Jessica Bishop, Purchasing Agent
Salem County Administration Building
110 Fifth Street, Suite 400
Salem, NJ 08079



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Notice to Providers

**BID INVITATION AND NOTICE TO BIDDERS
COUNTY OF SALEM, NEW JERSEY**

The Salem County Purchasing Agent invites sealed bids for Providing 911 Emergency Dispatch Services for the County of Salem.

Specifications may be obtained daily between 8:30 AM and 4:30 PM from the Salem County Purchasing Department, 110 Fifth Street, Suite 400, Salem, New Jersey, 08079 or they will be mailed on telephone request (856) 935-7510, Extension 8401.

Bids shall be made on the bid form provided and submitted in the manner prescribed. They shall be enclosed in sealed envelopes bearing the legend, "**Bid for Providing 911 Emergency Dispatch Services**" on the outside. The bids shall be returned to the Salem County Purchasing Agent by **Friday, May 13, 2016 at 2:00 PM prevailing time**, when they will be opened and read in public. Late bids will not be considered.

Bidders are required to comply with the requirements of P.L. 1975, C. 127 (NJAC 17:27) Affirmative Action and P.L. 1977, c. 33 (N.J.S.A. 52:25-24.2) Corporate Disclosure.

By order of the Board of Chosen Freeholders of the County of Salem, Julie Acton, Director.

Jessica Bishop, QPA
Purchasing Agent

Check List

Read, Acknowledged,
 Signed & Submitted
 Respondent's Initial

THE ITEMS THAT ARE CHECKED BELOW ARE TO BE SUBMITTED WITH YOU BID

- Complete Bid Packet with Each Page Initialed LC
- Bid Form LC
- Statement of Authority LC
- Vendor Information Sheet LC
- Questionnaire LC
- Subcontractor Disclosure LC
- EEO/Affirmative Action Requirements LC
- Corporate Disclosure Statement pursuant to N.J.S.A. 40A:11-16 LC
- Non-Collusion Affidavit LC
- Disclosure of Investment Activity in Iran LC
- Acknowledge of Receipt of Addenda Form LC
- Conflicts with Terms and Conditions, if applicable LC
- Exceptions to Specifications, if applicable LC
-
-
-
-

THE ITEMS THAT ARE CHECKED BELOW MUST BE SUBMITTED BY CONTRACT AWARD DATE

- Certificates of the Required Insurance naming County Additional Insured LC
- New Jersey Business Registration Certificate LC
- W-9 Taxpayer Identification Number and Certificate LC
-
-

READ ONLY

- Americans With Disability Act of 1990 Language LC
-

The items and/or forms indicated above must be reviewed and/or submitted with your bid. This checklist is provided for informational purposes only. All required documentation may not be listed above and it shall be the responsibility of the bidder to carefully review the complete the bid packet, familiarize themselves with the requirements of the packet, and to submit with their bid all required documentation.

The undersigned hereby acknowledges that they have submitted and/or reviewed the above listed requirements:

Name of Company: IXP Corporation
 Signature: *Lawrence D. Consalvos* Date: May 11, 2016
 Print Name: Lawrence D. Consalvos Title: President & Chief Operating Officer

General Information

Bid Submission

Bids shall be submitted on the Bid Form supplied herewith and all pages of this Bid Package, including the necessary forms to be signed, must be initialed in the bottom right-hand corner and returned with the bid. Failure to do so may be cause for rejection of the bid. Bids shall be returned in sealed envelopes addressed to:

County of Salem Purchasing Department
110 Fifth Street, Suite 400
Salem, New Jersey 08079

It shall be the responsibility of the respondent to insure that their complete bid submission is delivered to the location and at the date and time listed herein. The County accepts no responsibility for bids that are not delivered to the location and/or at the date and time listed herein.

The envelope shall be prominently marked: **Bids for Providing 911 Emergency Dispatch Services for the County of Salem**. The County accepts no liability for bids opened or unopened in error due to the absence of such prominent notation.

Contract Form

This bid package, which includes indemnification, insurance, termination and licensing provisions, becomes part of the contract upon the Bidder's signature. The successful bidder shall be required to execute Salem County's approved contract form which includes specific dates and the authorized County of Salem signatures. Where inconsistent, the terms of the County's contract shall prevail. Examples of such contract documents are available in The Salem County Purchasing Department.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

All bidders shall complete and sign all contract forms. All addenda issued prior to bid receipt date must also be signed and returned with the bid. Bidders are cautioned to fill in all information as requested on the bid form as a basis for making awards. Price information must be clearly indicated on lines provided.

Failure to provide this information shall be cause for rejection of bid as submitted.

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

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

Vendor Inquiries

Questions concerning this bid invitation may be directed to the Salem County Purchasing Department at (856) 935-7510 ext 8401.

Standard Terms and Conditions

1. Terms Governing all Contracts

- 1.1 Unless the bidder is specifically instructed otherwise in this bid packet, the following terms and conditions shall apply to all contracts or purchase agreements made with the County of Salem. These terms are in addition to the terms and conditions set forth in the contract form and should be read in conjunction with same unless the bid packet specifically indicates otherwise. In the event that the bidder would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the contract, the bidder must present those conflicts in an attached document clearly marked "Conflicts with Terms and Conditions" for the County of Salem to consider. This document must be attached to the bid packet and must be signed and dated by an official of the proposing company. Any conflicting terms and conditions that the County of Salem is willing to accept will be reflected in an addendum to the bid packet. The County's terms and conditions shall prevail over any conflicts set forth in a bidder's proposal that were not submitted through the above process and approved by the County. Nothing in these terms and conditions shall prohibit the County Solicitor from amending a contract when the Solicitor determines it is in the best interests of the County.
- 1.2 **Exceptions to Specifications** - Exceptions, if any, to the specifications, shall be noted on the Bid Form, and must be detailed in writing at the time of the bid. Exceptions to the specifications must be attached to the bid packet and must be noted "Exceptions to Specifications" and must be signed and dated by an official of the bidding company. Please note that bids received without any exceptions noted shall be assumed to be in complete compliance with the specifications. It should be noted that failure to list "Exceptions to Specifications" shall in no way provide relief to vendors providing services which do not meet the technical specifications. Vendors found to be supplying services which are not identified as "Exceptions to Specifications" shall be subject to legal action.
- 1.3 **Addenda** - Each and every request for interpretation of these specifications shall be made in writing, addressed and forwarded to the Salem County Purchasing Agent, who may send written instructions to the prospective bidders in the form of addenda. If an addendum is issued, prospective bidders shall acknowledge receipt of such on the form provided within this bid document, entitled "Acknowledgment of Receipt of Addenda", and must return this form with their submission. Failure to acknowledge and return with your submission the receipt of any issued addenda for this bid on the "Acknowledgment of Receipt of Addenda" form provided in this bid document shall be cause for your bid to be rejected. N.J.S.A. 40A:11-23.2.e.
- 1.4 **Oral Instructions** - Neither the County of Salem nor its authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications.
- 1.5 **Reservations** - The County of Salem reserves the right to reject any or all bids, if necessary, or to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item, items or services in the bids should it be deemed in the best interest of the County to do so. The Board of Chosen Freeholders also reserves the right to split bids, award individual items, or to award groups of items and categories of items.
- 1.6 **Time for Making Awards** - The County of Salem normally awards contracts or rejects all bids within thirty (30) days, but in no case more than sixty (60) days. Exceptions to this schedule shall be in accordance with N.J.S.A. 40A:11-24, which provides that bidders, at the request of the contracting unit, may agree to have their bids held for consideration for a longer period.
- 1.7 **Brand Names** - Brand names or descriptions used in this specification 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. Where a brand name, trade name, or other references using a manufacturer's name or terms appear it is intended to be a guide referring to a specific quality, grade, style, or size. A product of equal quality will be considered, but must be designated in accordance with the conditions specified in the "Exceptions to Specifications" document. For the purpose of evaluation, where an equivalent product is being bid, the bidder must indicate, no matter how slight, any variations from the items specified. If no variations are noted it will be construed that the bid fully conforms to the specifications in every instance. The decision by the Salem County Purchasing Agent for the County of Salem as to whether a bid alternative or substitute is in fact equal, shall be final and without recourse.

- 1.8 **Chemical Abstracts** - The manufacturer or supplier of a substance or a mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the County to assure that every container bears a proper label at a County facility. This complies with P.L. 1983, Chapter 315, "Worker Right to Know Act", subsection B, section 14. Further, all applicable Material Safety Data Sheets (MSDS) must be furnished, in legible form, to the County of Salem.
- 1.9 **Tie Bids** - The County of Salem reserves the right to award at their discretion to any one of the tie bidders.
- 1.10 **Signatures** - The bid must be signed in ink by a company official in order to be accepted by the County of Salem as a valid bid. Failure to sign the bid may result in your bid being rejected.
- 1.11 **Differences** - The County may, after bids are opened, request from any vendor, clarification of any statement or information contained in their bid. Should any differences arise between the contracting parties as to the meaning or intent of these Instructions or Specifications, the County Purchasing Agent or his designated representative's decision is to be final conclusive.
- 1.12 **Mailed Bids** - Bids may be hand delivered or mailed consistent with the provisions of the legal notice to bidder. In the case of mailed bids, the County assumes no responsibility for bids received after the designated date and time and will return late bids unopened.
- 1.13 **American Produced Goods** - Only manufactured and farm products of the United States, wherever available, shall be used under this contract pursuant to N.J.S.A. 40A:11-18. However, the decision of the Salem County Board of Chosen Freeholders will be paramount where a price discrepancy favors the foreign goods or products and said decision does not conflict with the law.
- 1.14 **Conflicts of Interest** - No bidder shall influence, or attempt to influence or cause to be influenced, any County officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee. No bidder shall cause or influence, or attempt to cause or influence, any County officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the bidder or any other person.
- 1.15 **Trademark** - By submission of the bid, the bidder certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful bidder shall, at its expense, defend any and all actions or suits charging such infringement, and will save the County harmless in any case of any such infringement.

2. State Law Requirements

These specifications, instructions to bidders, and all accompanying documents, the bid and contract awarded to the successful bidder shall be construed in accordance with the laws of the State of New Jersey.

- 2.1 **Bid Security** - *(Not required for this RFP)*
- 2.2 **Performance Bond** - *(Not required for this RFP)*
- 2.3 **Public Works Contractor Registration** - *(Not required for this RFP)*
- 2.5 **Prevailing Wage Act** - *(Not required for this RFP)*

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- 2.6 **Business Registration** - Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the bid have a valid Business Registration Certificate on file with the Division of Revenue. 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: the contractor shall provide written notice, to its subcontractors to submit proof of Business Registration to the contractor; prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 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. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.
- 2.7 **Anti-Discrimination** - All parties to any contract with the County of Salem agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.
- 2.8 **Pay to Play Prohibitions** - Pursuant to N.J.S.A. 19:44A-20.13 et seq (L.2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to: make or solicit a contribution in violation of the statute; knowingly conceal or misrepresent a contribution given or received; make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; fund contributions made by third parties, including consultants, attorneys, family members, and employees; engage in any exchange of contributions to circumvent the intent of the Legislation; or directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.
- 2.9 **Americans with Disabilities Act** - The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.
- 2.10 **Affirmative Action Law** - In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful bidder must agree to obtain individual employer certification and number and complete Affirmative Action employee information report.
- 2.11 **Corporate Disclosure** - No corporation or partnership may be awarded a contract for the performance of work or the furnishing of materials or supplies, unless it lists with its bid, or prior thereto, the names and addresses of all stockholders who own ten (10) percent or more of its stock of any class, or all individual partners who own a ten (10) percent or greater interest therein (N.J.S.A. 52:25-24.2, P.L. 1977, Chapter 33).
- 2.12 **Indemnification** - The bidder or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Salem harmless from, shall indemnify and shall defend the County of Salem against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the bidder's services or to any other

persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the bidder's failure to provide for the safety and protection of its employees, or from bidder's performance or failure to perform pursuant to the terms and provisions of this Contract.

- 2.13 **Political Contribution Disclosure** – The successful vendor will be awarded this contract based on merits and abilities of that vendor to provide the goods and services as described herein. In the event this contract is not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., the undersigned will hereby attest that vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one year period preceding the award of the contract that would, pursuant to P.L. 2004, C19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the County of Salem if a member of that political party is serving in an elective public office of that County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Salem County when the contract is awarded.

3. Insurance (Required for this contract)

- 3.1 The successful vendor shall not commence any work in connection with the awarded contract until all of the following types of insurance have been obtained and the Solicitor for the County of Salem has approved the insurance policies. All insurance policies shall be obtained from an insurance company authorized to conduct business in the State of New Jersey and one that maintains an office in the State of New Jersey. The vendor shall furnish proof of insurance coverage by Certificate of Insurance accompanying the contract documents and shall name the County of Salem as additional insured. Such Certificate of Insurance shall provide that the insurance company gives the County of Salem thirty (30) days prior notice of any changes or cancellation terms of such policies during the period of coverage. The County of Salem shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of any such deductible shall be the sole responsibility of the vendor providing such insurance.
- 3.2 The bidder's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
- 3.3 It shall be the responsibility of the successful vendor to maintain in force such insurance policies named herein during the life of this contract.

WORKER'S COMPENSATION INSURANCE, including Occupational Diseases, shall be required of the successful vendor, covering its employees engaged in the work, in accordance with the statutory requirements of the laws of the State of New Jersey. The Worker's Compensation Insurance Policy shall contain an Employee's Liability endorsement providing limits of not less than statutory requirements.

GENERAL PUBLIC LIABILITY INSURANCE shall be required of the successful vendor, which shall also include Products Liability, including losses, injury, or damage resulting from the performance of this agreement, with a limit of not less than \$1,000,000.00 single limit bodily injury and/or property damage combined from damages arising out of bodily injury and/or property damage combined from damages arising out of bodily injuries to or death of all persons in any one occurrence and for damages to, or destruction of property including the loss of use

thereof in any one occurrence, and \$2,000,000.00 aggregate property damage per accident. (Resolution 94-226, 6/22/94)

AUTOMOBILE LIABILITY INSURANCE shall be required of the successful vendor, with a limit of not less than \$1,000,000.00 single limit bodily injury and/or property damage combined for damages arising out of bodily injuries to, or death of all persons in any one occurrence and for damages to, or destruction of property, including the loss of use thereof in any one occurrence covering owned, non-owned, or hired vehicles.

4. Terms Related to Price and Payment

- 4.1 Carelessness in quoting prices or in preparation of the bid otherwise shall not relieve the bidder. All quotations made on the bid form shall be made with a typewriter, or pen and ink. Any alterations, erasures, and/or white-outs shall be initialed in ink by the bidder. Failure to provide all information, and/or failure to initial alterations may cause your bid to be rejected.
- 4.2 Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the County of Salem. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In the case of rejected materials, the vendor shall be responsible for return freight charges.
- 4.3 **Additional Claims** - The successful bidder agrees that he will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the contract on his part, or of any failure to fully acquaint himself with any conditions related to the contract.
- 4.4 **Items Bid** - No bidder will be allowed to offer more than one price on each item even though he may feel that he has two (2) or more types/products that will meet the specifications. Bidders must determine for themselves which type/product to offer. If said bidder should submit more than one price on any item, all prices for the item shall be rejected. If the amount shown in words and its equivalent in words do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. 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 in the summation of the extended totals, the computation by the County of Salem of the extended totals shall govern.
- 4.5 **Quantity** - Unless otherwise specified on the Bid Form or in the Special Instructions for individual classes of commodities, the quantities listed are approximate only, and the County does not guarantee to purchase any definite, minimum, or maximum quantities.
- 4.6 **Taxes** - The County of Salem is exempt from any State sales tax or Federal excise tax. In submitting its bid, the bidder certifies that its total base bid does not include any NJ State Sales Tax.
- 4.7 All bids submitted shall include in the price any applicable permits or fees required by any other government entity that has jurisdiction to require the same.
- 4.8 **Payment** - A purchase order will be issued for each order from the Salem County Purchasing Department. No other order shall be accepted. With each purchase order, a voucher will be submitted for a Claimant signature. The vendor will sign the voucher and return it to the User Department. Upon receipt of the entire order, the payment will be sent the third Thursday of the following month. Proof of delivery documentation shall be attached to all vouchers submitted for payment. Please note that Salem County vouchers received by 25th day of a month are normally paid the third Thursday of the following month. Promptness in submitting vouchers is of advantage to the vendor. The County shall not be responsible for any late fees or service fees.

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- 4.9 **New Jersey Prompt Payment Act** - The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed Purchase Order or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the County of Salem prior to processing any payments for goods and services accepted by state agencies.

5. Terms Related to Termination/Cancellation

- 5.1 **Termination for Default** - The contractor's right to perform this contract may be terminated by the County in the event services are not performed as called for in the contract. Thereafter, the County may have the service performed by others and the Contractor shall be liable for all costs to the County in excess of the contract price for the remaining portion of the contract.
- 5.2 **Termination for Convenience** - If the County elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for the loss of anticipated revenue on the cancelled portion of the contract.
- 5.3 **Cancellation for Unappropriated Funds** - Salem County's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the County of Salem for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the County Treasurer and made available through receipt of revenues.

6. Instructions to Bidder

The general provisions of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction 1989, except as herein amended or modified, together with specific requirements herein stated shall govern the materials, preparations, supplying, delivering and processing of the construction materials herein described. These standard specifications are considered to be included herein at length.

The award of contract will be made on the **LOWEST LUMP SUM BID**, to the best interest of the County of Salem as Lead Agency acting on the behalf of the Cooperative. However, if for any reason the County of Salem deems it inadvisable to make an award of the item herein described, no award will be recommended and their decision is to be final and conclusive.

Materials supplied to the County of Salem as Lead Agency acting on the behalf of the Cooperative under this contract will be subject to tests, prior to delivery or at the delivery site. These tests will be made by an independent testing laboratory.

Cooperative members shall be responsible for their payments. The Contractor(s) shall directly bill the Cooperative members for services provided.

Payment will be made after a properly executed voucher from the governing body of the Cooperative Participant has been received and formally approved on the voucher list by the governing body of the Cooperative Participants subsequent regular meeting.

7. Additional Conditions

- 7.1 The Cooperative Agencies may award a contract to the County Contractor, if the Contractor agrees to extend pricing to Cooperative participants. The successful Contractor shall enter into separate contracts with each participating Agency of the Cooperative.
- 7.2 Bidders are hereby informed, that each Agency of the Cooperative, as listed in this Bid Specification, shall be responsible to enter into a contract, order items, receive, be invoiced and receive statements from the successful bidder, and make payment directly to the successful

- bidder(s). No individual Agency of the Cooperative shall be responsible for another Agency's actions.
- 7.3 All items bid shall be inspected upon delivery by a representative of the requisitioning Agency to ascertain compliance with the specifications. Items not in compliance with the specifications shall be rejected and the bidder shall comply with the specifications or the Cooperative Agency shall take remedial measures to assure compliance.
- 7.4 The bid is irrevocable by the subscriber, or his, their or its personal or legal representatives. Said bid and award thereunder is made to the subscriber by each Cooperative Agency and shall bind the subscriber, his, their or its heirs, executors, administrators, successors, or assigns.
- 7.5 Cooperative Agencies are bound by the terms and conditions of this bid. Contractors shall only deliver items as specified in this bid specification at the price bid. Deviations from these terms are not authorized. Contract forms are at the discretion of each Cooperative Agency.
- 7.6 The Contractor hereby covenants and agrees to take, use and provide and make all proper, necessary and sufficient precautions, safeguards, and protections against the occurrence of happenings, accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and be responsible for any indemnity and save harmless the Cooperative Agency, its officers, agents, servants, and employees from payment of sums of money by reason of all or any such happenings, accidents, injuries, damages, hurt to persons or property that may happen or occur upon or about such work, and all fines, penalties and loss incurred for or by reason of violation of any Federal, State, City or Borough ordinance or regulations while said work is in progress.
- 7.7 The Contractor, when providing the services herein listed and described, shall further agree to comply with all OSHA regulations, including but not limited to, use of protective eyewear, headgear, and all other safety precautions stated in the OSHA regulations.
- 7.8 Bidders are hereby advised that the County is conducting a voluntary cooperative pricing system for this product. Award of the contract by the County does not guarantee that any or all of the participating cooperative members will award the successful bidder(s) a contract for their various rock salt requirements. It is hoped that when providing pricing to the County, the bidder will consider the potential for a larger volume of business and extend their pricing to the Cooperative members. It is anticipated but not guaranteed that if acceptable pricing is received, all Cooperative members will award contracts.
- 7.9 Vendors are hereby notified that any Contract awarded as a result of this Request for Bid may be voided, by the County, without recourse, with thirty (30) calendar day written notification, return receipt, to the Contractor, if services provided under this contract are not complete and satisfactorily performed. The Salem County Road Supervisor and the Salem County Purchasing Agent shall be the sole judge as to what constitutes complete and/or satisfactory/unsatisfactory performance.

END OF GENERAL INSTRUCTIONS

Specifications**Intent**

The intent and purpose of this specification is to adequately describe the requirements for providing 911 emergency dispatch services for the County of Salem, and to list all requirements necessary for entering into a contract for providing the services provided herein or as mutually agreed upon.

Scope

The County is interested in entering into a contract with a qualified vendor who is able to provide qualified personnel to the County to staff its 911 Emergency Communications Center as listed and described herein.

Vendors shall provide in the Official Bid Document a fixed, annual fee, to be invoiced monthly.

Terms of the Agreement

The contract shall be for a period of two (2) years. Vendor's bid price(s) appearing on the Official Bid Document shall be fixed for initial two (2) years. The County of Salem shall have the option to renew the contract for two (2) additional one (1) year terms, pursuant to N.J.S.A. 40A:11-15 et seq., by notifying the contractor in writing thirty (30) calendar days before contract expiration date of its intention to renew. If renewed, the terms and conditions of the original contract shall remain in force, excepting the contractor's right to request an increase in the price for services provided. Such request for increase, if any, shall be made by the contractor, in writing, to the Purchasing Agent, within the thirty (30) calendar days of the end of the contract. If no request for an increase is received by the Purchasing Agent in that time period, the prices indicated in the original agreement shall prevail for the optional third year and fourth year of this agreement. Any price increase deemed unacceptable to the County shall be cause for the County not to renew the contract for the optional year.

Cancellation for Unsatisfactory Performance

Vendor's are hereby notified that any contract awarded as a result of this Request for Bid may be voided, by the County, without recourse, with thirty (30) days written notification by certified mail, return receipt, to the contractor, if services provided under this contract are not complete and satisfactorily performed. The Salem County Administrator and the Salem County Purchasing Agent shall be the sole judges as to what constitutes unsatisfactory performance.

Security Regulations

The successful contractor shall be required to strictly follow and obey all security provisions and regulations at the Salem County Communications Center. The County reserves the right to enforce existing regulations and to establish new, enforceable regulations as deemed to be in the best interest of the County in order to maintain safe and orderly operations.

Description of Services

The contractor shall be required to provide 911 Emergency Dispatch Services as described herein at the Salem County Communications Center, 135 Cemetery Road, Woodstown, NJ as follows:

For Providing 911 Emergency Dispatch Services

- A. Under the supervision and direction of the Salem County Administrator or his designee Proposer shall provide personnel to the County of Salem to staff its 911 Emergency Communication Center.
- B. Persons staffing the 911 center must have received training and certification by the Office of Emergency Telecommunications Services (OETS) in the New Jersey Department of Law and Public Safety as required by N.J.A.C. 17:24-2.2. Copies of their training certifications are to be placed and remain on file with the County of Salem. In addition, persons staffing the 911 Emergency Dispatch center must have a minimum of one (1) year of experience in work involving the receiving, transmitting, and relaying of video display and/or radio messages, and in the receiving, relaying, and recording of complaints and requests for emergency assistance, which shall have included the use of video display, data processing, automatic number identification, automatic location identification, switching equipment, or other computer oriented-equipment.
- C. Proposer shall be responsible for conducting background check and drug screening on all personnel.
- D. Proposer shall certify to the County that each and every person Proposer assigns to this contract is mentally and physically able to perform all the duties required of a Communications Operator.
- E. Examples of work expected of the Communications Operator include but are not limited to:
1. Receives telephone or other electronic requests for emergency assistance.
 2. Determines the nature of the call and may transfer caller to appropriate PSDP upon determining the nature of the call.
 3. Obtains, verifies, and records the location of the emergency, the name of the caller, the nature, severity, and current status of the emergency, and obtains any other appropriate information needed to secure a full assessment of the circumstances.
 4. Operates automatic number identification (ANI), automatic location information (ALI), telecommunications devices for the deaf (TTY/TDD) or other electronic devices to obtain and verify required data;
 5. Answers all calls in a professional and respectful manner, and shall refrain from conduct, comment, and demeanor that reflect poorly upon the County of Salem. Any such conduct shall be grounds for removal upon request of the County. Maintains a reassuring and calming manner with callers in order to obtain required information; persuades emergency callers to stay on the line.
 6. Provide foreign language interpreter service for non-English speaking callers.
 7. In response to medical emergencies, provides first aid or CPR instructions to stabilize the medical condition of persons until the arrival of professional medical assistance.
 8. In non-medical emergencies, provides precautionary instructions and advice to help assure the personal safety of persons and/or to minimize the loss of property, pending the arrival of fire, police, or other assistance.
 9. Refers non-emergency situations to other appropriate public or private agencies, and

Specifications**For Providing 911 Emergency Dispatch Services**

- may dispatch non-emergency personnel or equipment.
10. Relays information or instructions to field units via radio or mobile data terminal.
 11. Utilizes video display terminal or computer oriented or radio equipment to receive, monitor, record, summarize, and/or transmit data relating to the emergency
 12. Determines the appropriate type of agency to respond to the specific emergency or call for assistance.
 13. Utilizes radio, telephone, computerized, or other electronic equipment to dispatch specific law enforcement, fire, or medical assistance units to the scene of an emergency based on pre-established response plans, and seeks guidance from supervisory personnel when circumstances warrant significant deviation from pre-established response plans.
 14. May assist in locating or contacting individuals needed to staff the response.
 15. As instructed, coordinates the dispatching of units involving two or more government jurisdictions.
 16. Maintains and facilitates communication with responding units by receiving and relaying information, including confidential information, to authorized personnel.
 17. Detects and takes alternative/corrective action when communication system or program errors occur and reports malfunctions in accord with established procedures.
 18. Maintains a constant update on the status of emergency units in the field and of on-call personnel.
 19. May make entries, inquiries, cancellations, and modifications of records in various systems and databases such as the National Crime Information Center (NCIC) and State Crime Information Center (SCIC), Stolen Vehicle File, Stolen License Plate File, Stolen-Missing Gun File, Stolen Article File, Wanted Person File, Stolen or embezzled or Counterfeited or Missing Securities File, Stolen Boat File, Hazardous material databases, and hospital status files.
 20. Answers questions about application of regulations or policies.
 21. Receives and answers telephone, radio, and video display inquiries of the NCIC and the SCIC for law enforcement agencies of the state.
 22. Maintains and updates NCIC, SCIC, and other records and files.
 23. Maintains the official station record and/or maintains a daily log of all incoming and outgoing communications.
 24. Activates emergency alert systems, such as bells, sirens, beepers, and tone activated devices.
 25. May inspect fire alarm and circuit indicator panels to ascertain whether they are functioning properly.
 26. Assists in the training of trainees.
 27. Prepares reports and statistical data.
 28. Inspects and makes minor adjustments or very minor repairs to communications and related equipment.
 29. Will be required to learn utilize various types of electronic and/or manual recording and computerized information systems used by the agency, office, or related units.

Specifications**For Providing 911 Emergency Dispatch Services**

- F. Communications Operators must also have the following knowledge and abilities:
1. Knowledge of methods for operating communications systems. Knowledge of procedures used for emergency medical treatment.
 2. Knowledge of information required for documenting emergency situations and calls.
 3. Knowledge of emergency medical, fire, police, and other emergency terminology.
 4. Knowledge of the functions of the operating units or departments within the agency or jurisdiction.
 5. Knowledge of procedures for dispatching emergency and nonemergency equipment and personnel.
 6. Knowledge of organizational lines of communication.
 7. Knowledge of the types, disadvantages, and advantages of available communication systems.
 8. Knowledge of security procedures involved in the dissemination of information.
 9. Knowledge of emergency management procedures.
 10. Knowledge of established safety procedures and guidelines.
 11. Knowledge of the geography and street locations of the County of Salem.
 12. Knowledge of procedures for investigating and resolving complaints.
 13. Ability to operate automatic location identification (ALI), automatic number identification (ANI), and other communications equipment in a complex communications program.
 14. Ability to learn the purpose and operation of various law enforcement systems and other information systems and the Statewide 911 Enhanced Emergency Telephone System.
 15. Ability to answer voice and TTY/TTD (telecommunications devices for the deaf) telephone calls received from the public.
 16. Ability to operate a Computer Aided Dispatch (CAD) system.
 17. Ability to provide clear instructions and guidance to callers in emergency situations.
 18. Ability to establish goals and set priorities.
 19. Ability to relay instructions or questions accurately, clearly, and effectively.
 20. Ability to comprehend, interpret and evaluate relevant information from various types of source materials.
 21. Ability to obtain and analyze facts to reach logical conclusions.
 22. Ability to read and discern visual images on a variety of media.
 23. Ability to apply existing call codes to emergency situations.
 24. Ability to organize assigned communications work and develop appropriate work methods in accordance with established procedures.
 25. Ability to obtain information from physically or emotionally distressed individuals.
 26. Ability to interact with people who are in differing situations.
 27. Ability to work both independently and as part of a team.
 28. Ability to take accurate and complete messages.
 29. Ability to understand, remember and carry out oral and written instructions.
 30. Ability to decode call locations using appropriate equipment.
 31. Ability to recognize incorrectly transmitted messages, codes, or error input.

Specifications**For Providing 911 Emergency Dispatch Services**

32. Ability to prepare reports and statistical data and to keep accurate records.
 33. Ability to count and to add and subtract whole numbers.
 34. Ability to speak clearly, concisely and in a professional manner.
 35. Ability to comprehend and apply basic law and regulations, including the laws, rules, regulations, standards, policies, and procedures of the Federal Communications Commission and of the New Jersey State Office of Emergency Telecommunications Services.
 36. Ability to ensure that calls are sent accurately and promptly.
 37. Ability to maintain the confidentiality of information received.
 38. Ability to make entries to the NCIC and SCIC and maintain those records in current condition.
 39. Ability to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.
- G. The contractor shall be responsible for furnishing, at its own expense, all necessary equipment, supplies, and personnel required for the safe operation, and for the services described herein, at the Salem County Communications Center.
- H. The County will provide the contractor with the required space and all existing equipment at the Salem County Communications Center.
- I. If additional equipment is required it shall be purchased and installed at no cost to Salem County. Once installed, the maintenance and repair of the specified equipment shall be the responsibility of the contractor. The contractor shall be responsible for all cost associated with installation of the specified equipment, including, but not limited to, electrical connections, required mounting accessories, etc. Upon termination or cancellation of the contract the contractor shall be responsible for removal of any such equipment and shall restore all areas to their original condition. The contractor shall remove such equipment within seventy-two (72) hours of termination or cancellation; otherwise said equipment shall become the property of the County. If it can be demonstrated that County owned equipment was damaged through negligence, improper instruction, lack of training, abuse, etc, on the part of the contractor, then replacement of such equipment shall be the responsibility of the contractor and ownership of any replacement equipment shall remain with the County.
- J. The contractor shall be financially responsible for the upkeep, repair, and maintenance of all County owned equipment located in the Communications Center. All repairs shall be made in a prompt and timely fashion. Should County personnel determine that the contractor is not making arrangements for repair and maintenance of the equipment; the County Administrator, or his designee, shall arrange for such repairs to be made and shall deduct the charges for such repairs from the monthly payment to the contractor. Continued delay in contractor arranged maintenance and repair shall result in cancellation of this contract. Should the contractor believe that a piece of existing County owned equipment is antiquated or beyond meaningful repair through no fault of their own, they may request relief from this maintenance and repair requirement for that piece of

Specifications**For Providing 911 Emergency Dispatch Services**

equipment by requesting in writing such relief from the County Administrator, or his designee. Any replacement equipment purchased and installed by the County shall be the property of the County.

- K. Proposer will provide twenty-four (24) hour personnel coverage, seven (7) days per week, 365 days a year, for the County's 911 Emergency Communication Center. Proposer will collaborate with the County to effectuate the following, as well as all other related job duty scheduling requirements:
1. Maintain twelve (12) hour shifts for personnel (with the ability to deploy personnel into other shifts);
 2. Provide nine (9) personnel for each of our (4) shifts, maintaining the aforesaid complement by ensuring replacement coverage for personnel on vacations, holidays, sick, or other authorized leave;
 3. On-call responsibility of personnel;
 4. Ability of personnel to holdover for maximum of sixteen (16) hours [for any unexpected leave(s)]; and
 5. At minimum, four (4) supervisors to be selected from amongst personnel provided by Proposer.
 6. Proposer shall comply within two (2) hours with the above staffing requirements.
- L. Proposer shall provide the Supervising Official with a list of emergency telephone and pager numbers of personnel who are available (24) hours a day, seven (7) days per week.
- M. Proposer shall require its assigned personnel to comply with a business dress code as no expense to the County. Professional business attire shall be worn at all times. All Proposer personnel will be issued a Salem County identification tag with name and photo. The tag shall be visibly worn at all times while on duty. The tag shall be returned to the Salem County Human Resources Department immediately upon separation or reassignment of Proposer's personnel.
- N. Proposer will periodically meet with a designated representative(s) from the County of Salem, on a scheduled basis, to discuss special projects, inspections, and any deficiencies in the County's 911 Emergency Dispatch operations.
- O. Proposer will collaborate with the County to institute a continuous quality control and improvement program ("Quality Control Program") for its operation of the Communication Center. This Program will provide both internal and external performance review processes so that the full cycle of call receiving, processing, and dispatching functions are routinely reviewed to confirm that operations are meeting adopted performance requirements and to identify process improvements as needed. The Quality Control Program may include the use of the services of a Medical Director selected by the County for the emergency medical dispatch process.
- P. Proposer will collaborate with the County to develop procedures to allow 911 call receiving and emergency dispatching to be conducted with manual procedures and/or in conjunction with another PSAP in the event of technology system failures.

For Providing 911 Emergency Dispatch Services

- Q. Proposer will agree that County reserves the right to require the immediate removal of any of Proposer's personnel who do not exhibit the skills, attitude or abilities necessary to perform all of the assigned tasks of a Communications Operator in 911 Emergency Dispatch. Any Proposer employee's action that compromises the public's trust, the integrity of any police operation or investigation; violates related SOPs; reflects poorly upon the County of Salem; or commits any criminal offense shall be grounds for his/her immediate removal upon request of the County.

Contract Management

This contract shall be managed and enforced by the Salem County Administrator or his designee, and all invoices for services, and all communications regarding this contract shall be appropriately directed as follows:

Salem County Administration Office
Attn: County Administrator
110 Fifth Street, Suite 400
Salem, New Jersey 08079

Inspection of Facilities

There will be no scheduled, pre-bid tour or inspection of the facilities or equipment. Bidders who require an inspection are directed to contact the Salem County Purchasing Agent.

For Providing 911 Emergency Dispatch Services

The undersigned hereby agrees to Provide 911 Emergency Dispatch Services for the Salem County Communications Center for the price submitted below and in accordance with the specifications advertised to be received and opened at 2:00 PM on Friday, May 13, 2016.

Official Bid Form

Total Annual Cost for Providing Emergency 911 Dispatch Services: \$ 2,398,487.50 (Numerical Amount)

Two million, three hundred ninety-eight thousand, four hundred eighty-seven dollars and fifty cents. (Written Amount)

*The total annual cost quoted on this form is for each year of service. This annual price will be fixed for the initial two years for a total of \$4,796,975.00.

Do you have any exceptions to the specifications? Yes X No _____. If yes, list them as required in the section 1.2 of this bid packet.

Do you have any conflicts with the Terms and Conditions? Yes _____ No X. If yes, list them as required in the section 1.1 of this bid packet.

Do you intend to use subcontractors to perform any aspect of the work described herein? Yes _____ No X. If yes, you must complete the Subcontractor List and provide all of the documentation for subcontractors as detailed and required herein.

Statement of Authority

By submitting and signing this bid, we certify that we are familiar with all conditions and requirements of this bid.

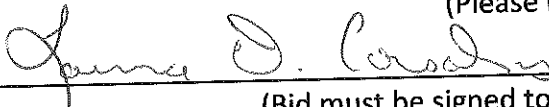
BID SUBMITTED FOR:

Company: IXP Corporation

Address: 103 Main Street, Princeton, NJ 08540

Bid Submitted By: Lawrence D. Consalvos

(Please Print)

Signature: 
(Bid must be signed to be valid)

Title: President and Chief Operating Officer Date: May 11, 2016

Telephone: 609-759-5100 Facsimile: 609-759-5099

Email Address lconsalvos@ixpcorp.com

Taxpayer Identification Number: 22-3690697

Vendor Information Sheet

In order to guarantee that all future correspondence is directed to the correct address, assure proper ordering, and to expedite future payments, the following information must be provided with this bid:

Name of Business: IXP Corporation

Correspondence Address, including zip code:

103 Main Street

Princeton, NJ 08540

Purchase Order Address, including zip code:

103 Main Street

Princeton, NJ 08540

Payment Address, including zip code:

103 Main Street

Princeton, NJ 08540

Telephone Number: 609-759-5100

Facsimile Number: 609-759-5099

Email: lconsalvos@ixpcorp.com

Website: www.ixpcorp.com

Emergency Contact:

Lawrence D. Consalvos, President & Chief Operating Officer

103 Main Street

Princeton, NJ 08540

Specifications
For Providing 911 Emergency Dispatch Services

Questionnaire

References: List three (3) public agencies presently or previously contracted to whom you provide or have provided the services as herein specified. Include a contact, telephone number and the number of years serviced.

- 1. Township of Lawrence, NJ
Contact Person: Richard Krawczun, Municipal Manager
Telephone: 609.844.7005 Years Serviced: April 2013 - Present

- 2. Chattahoochee River 9-1-1 Authority, Sandy Springs, GA
Contact Person: John McDonough, City Manager
Telephone: 770.206.1508 Years Serviced: January 2009 - Present

- 3. City of Danbury, CT
Contact Person: Mayor Mark D. Boughton
Telephone: 203.797.4511 Years Serviced: July 2014 - Present

How many employees does your company presently employ? 163

How many years has your company been providing this service? 17 years

Has your company ever failed to complete any contract with regard to any of the services herein described? Yes ___ No X. If yes, provide details here: _____

Are you agreeable to an interview if requested? Yes

Specifications
For Providing 911 Emergency Dispatch Services

Subcontractor Disclosure

Pursuant to Article 40A:11-16, there will be set forth in the Bid the name or names of all Subcontractors to whom the Bidder will Subcontract to for this particular Bid. With each sub listed, a copy of their Contractor Registration Certificate must be provided to the County Purchasing Agent prior to any Contract being awarded. The County of Salem requires that all bidders list all subcontractors (including any and all sub-sub contractors) who will complete work on this project. **After bids are opened, no changes or substitutions to this subcontractor list will be permitted without written permission from the County of Salem. Please include the name, address, and work to be completed by each subcontractor or sub-sub contractor:**

- 1.) IXP Corporation does not intend to use any subcontractors.

- 2.) _____

- 3.) _____

- 4.) _____

- 5.) _____

Note:

Do not leave the subcontractor pages blank. If you do not intend to use any subcontractors then you must so state that you will not be using subcontractors in the appropriate place on each page.

Affirmative Action Requirements

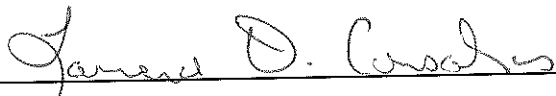
RESPONDENTS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127 (N.J.S.A. 10:5-31, et seq.). See also N.J.A.C. 17:27 et seq.

REQUIRED AFFIRMATIVE ACTION EVIDENCE

- A. **PROCUREMENT & SERVICE CONTRACTS** (which are not subject to a federally approved or sanctioned affirmative action program). All successful vendors must submit within seven (7) calendar days of the notice of intent to award or the signing of the contract, whichever is sooner, one of the following:
 - 1. A PHOTOCOPY OF THEIR FEDERAL LETTER OF AFFIRMATIVE ACTION PLAN APPROVAL
 - 2. A PHOTOCOPY OF THEIR CERTIFICATE OF EMPLOYEE INFORMATION REPORT
 - 3. A COMPLETED AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT AA302

- B. **CONSTRUCTION CONTRACTS** ALL SUCCESSFUL CONTRACTORS MUST SUBMIT WITHIN THREE (3) CALENDAR DAYS OF THE SIGNING OF THE CONTRACT AN INITIAL PROJECT MANNING REPORT AA 201 FOR ANY CONTRACT AWARD THAT MEETS OR EXCEEDS THE PUBLIC AGENCY BIDDING THRESHOLD.

COMPANY NAME: IXP Corporation

SIGNATURE:  DATE: May 11, 2016

PRINT NAME: Lawrence D. Consalvos

TITLE: President & Chief Operating Officer

Americans with Disabilities Act

The Contractor and the County do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (The "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made part of this Contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with this Act. In the event that the Contractor, its agents, servants, or employees, or subcontractors violate or are alleged to have violated this Act during the performance of this contract, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless, the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The Contractor shall, at his own expense, appear, defend, and pay any and all legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the Contractor agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as 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 County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor, every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

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

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the 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 constructed to relieve the Contractor from any liability, nor preclude the County from taking other actions available to it under any other provisions of this Agreement or otherwise at law.

Equal Employment Opportunity Language

EXHIBIT A (Revised 04/10)

**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 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.

Specifications
For Providing 911 Emergency Dispatch Services

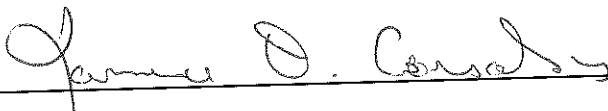
The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, 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 or Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.us/treasury/contract_compliance)

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

I, the undersigned, do hereby agree to the terms as outlined in EXHIBIT A (Revised 04/10) from the New Jersey Public Law 1975, c. 127 (NJAC 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS in the State of New Jersey.

SIGNATURE 

PRINT NAME Lawrence D. Consalvos TITLE President & Chief Operating Officer

COMPANY IXP Corporation

ADDRESS 103 Main Street, Princeton, NJ 08540

Consent of Insurance Coverage

WHEREAS, Lawrence D. Consalvos, President & Chief Operating Officer as principal, has submitted a bid to provide goods and/or services as specified herein to the County of Salem, and whereas, in order for such bid to be considered, proof of insurance must be submitted therewith;

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

- A. The insurance to be provided shall be underwritten by a company licensed to conduct business in the State of New Jersey and who also maintains an office in the State of New Jersey.
- B. Comprehensive General Liability insurance in an amount no less than \$1,000,000.00 combined single limit including broad form comprehensive general liability insurance liability endorsement, and \$2,000,000.00 aggregate property damage per accident; and shall include provisions for thirty (30) days prior written notice to the County of Salem of any changes, modifications, or cancellation of such coverage. The County of Salem shall be included as an additional named insured.
- C. Comprehensive General Automobile Liability insurance in an amount no less than \$1,000,000.00 combined single limit covering owned, non-owned, or hired vehicles and shall include provisions for thirty (30) days prior written notice to the County of Salem of any changes, modifications, or cancellation of such coverage. The County of Salem shall be included as an additional named insured.
- D. All policies maintained shall name the County of Salem as an additional named insured and shall provide for thirty (30) days prior written notice to the County of Salem of any changes, modifications, or cancellation terms of such policies and we shall provide the Office of the County Counsel with certificates of insurance evidencing such policies and provisions.
- E. All required insurance coverage must be in effect no later than 12:01 A.M., prevailing time, at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

PRINCIPAL:

IXP Corporation

(Bidder's Company Name)

Lawrence D. Consalvos

(Authorized Signature for the Principal)

Lawrence D. Consalvos, President & COO

INSURER:

(Insurer's Company Name)

(Authorized Signature for the Insurer)

Sworn to and subscribed

Before me on this 11th

Day of May

20 16.

Margarita LeRoy
NOTARY PUBLIC

My Commission expires: May 23, 2020

MARGARITA LeROY
Notary Public, State of New Jersey
My Commission Expires May 23, 2020



CERTIFICATE OF LIABILITY INSURANCE

AHK
R045DATE (MM/DD/YYYY)
5/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AUTOMATIC DATA PROCESSING INS AGCY 250717 P: F: PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: Twin City Fire Ins Co		29459
INSURED IXP CORPORATION 103 MAIN ST STE 100 PRINCETON NJ 08540		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	76 WEG LU5491	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE- EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

County of Salem
 Attention: Administrative Office
 110 FIFTH ST STE400
 SALEM, NJ, 08079

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Tailor

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Non-Collusion Affidavit

State of New Jersey

County of Mercer ss: Princeton

I, Lawrence D. Consalvos residing in West Amwell
(Name of Affiant) (Name of Municipality)
in the County of Hunterdon and the State of New Jersey

of full age, being duly sworn according to law on my oath depose and say that:

I am President & Chief Operating Officer of the firm IXP Corporation
(Title or Position) (Name of Firm)

the bidder making the bid for the above named project, and that I executed the said bid 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 bid and in this affidavit are true and correct, and made with full knowledge that the County of Salem in the State of New Jersey relies upon the truth of 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 established commercial or selling agencies maintained by IXP Corporation (N.J.S.A. 52:34-15).
(Name of Contractor)

Sworn to and subscribed
Before me on this 11th
Day of May
20 16.

Lawrence D. Consalvos
(Signature of Affiant)

Lawrence D. Consalvos
(Print Name of Affiant)
President & Chief Operating Officer

Margarita LeRoy
NOTARY PUBLIC

My Commission expires: May 23, 2020

MARGARITA LeROY
Notary Public, State of New Jersey
My Commission Expires May 23, 2020

Business Registration Compliance

Revised Contract Language for Business Registration Compliance
Goods and Services Contracts (including purchase orders)

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

- 1). the contractor shall provide written notice, to its subcontractors to submit proof of Business Registration to the contractor;
- 2). prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3). during the term of this contract, the contractor and its affiliates shall collect and remit, 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 \$25.00 for each day of violation, not to exceed \$50,000.00 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.

SAMPLES BUSINESS REGISTRATION CERTIFICATES

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

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

TAXPAYER IDENTIFICATION: 970-007-002/000
SEQUENCE NUMBER: 01072

ADDRESS: 847 ROEDLING AVE
TRENTON, NJ 08611
ISSUANCE DATE: 07/14/04

010/0001
MADE IN NJ (08611)

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 352
TRENTON, NJ 08646-0352

John S. Eaddy
Act. Director

This Certificate is NOT assignable or transferable. It must be kept on file by the taxpayer at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEDLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112833533



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LXP CORPORATION
Trade Name:
Address: 103 MAIN STREET SUITE 100
PRINCETON, NJ 08540
Certificate Number: 0747224
Effective Date: February 25, 2000
Date of Issuance: May 12, 2016

For Office Use Only:
20160512101927637

Disclosure of Investment Activity in Iran

OPS Number: _____ Proposer: IXP Corporation

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,
AND
- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____ Anticipated Cessation Date: _____	
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Lawrence D. Consalvos Signature: *Lawrence D. Consalvos*
Title: President & Chief Operating Officer Date: May 11, 2016

Acknowledgment of Receipt of Addenda

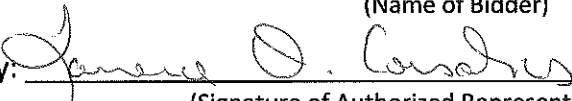
The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

No addenda were received

Acknowledged for: IXP Corporation

(Name of Bidder)

By: 

(Signature of Authorized Representative)

Name: Lawrence D. Consalvos

Title: President & Chief Operating Officer

FAILURE TO ACKNOWLEDGE AND RETURN WITH YOUR BID SUBMISSION THE RECEIPT OF ANY ISSUED ADDENDA FOR THIS BID ON THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM SHALL BE CAUSE FOR YOUR BID TO BE REJECTED. N.J.S.A. 40A:11-23.2.e.

SALEM COUNTY, NJ

EXCEPTIONS TO SPECIFICATIONS

IXP takes some exceptions to the terms and conditions included in the Invitation to Bid. We look forward to discussing these proposed exceptions with Salem County and are appreciative of the County's consideration of these exceptions.

Exception #1

Description of Services - Paragraph B (pg. 14): Persons staffing the 911 center must have received training and certification by the Office of Emergency Telecommunications Services (OETS) in the New Jersey Department of Law and Public Safety as required by N.J.A.C. 17:24-2.2. Copies of their training certifications are to be placed and remain on file with the County of Salem. In addition, persons staffing the 911 Emergency Dispatch center must have a minimum of one (1) year of experience in work involving the receiving, transmitting, and relaying of video display and/or radio messages, and in the receiving, relaying, and recording of complaints and requests for emergency assistance, which shall have included the use of video display, data processing, automatic number identification, automatic location identification, switching equipment, or other computer oriented-equipment.

- a. IXP will comply with this specification but proposes an exception to the minimum experience. Following the transition period, IXP would like the option to recruit and hire Telecommunicators that do not have a minimum of one (1) year experience. All IXP Telecommunicators will be certified and have successfully passed testing required for the position. We adhere to all NJ training standards and requirements and follow a process of transitioning new hires carefully into full operations. IXP's priority is to hire locally, giving County residents and displaced local workers the opportunity for a public safety career with nationally transferable skills and certification. IXP has an extensive and successful training program which provides over 200 hours of training and certification. IXP absorbs all costs associated with recruiting, hiring and training.

Exception #2

Description of Services - Paragraph C (pg. 14): Proposer shall be responsible for conducting background check and drug screening on all personnel.

- a. IXP will comply with this specification. However, it's our standard practice to have local law enforcement perform the criminal background check allowing the Salem County Sheriff's Department or local police departments to have the final decision when evaluating an IXP candidate. IXP still performs our internal background check along with a drug screening. We would like to give the County the option of participating in the background process and final determination of hiring.

Exception #3

Description of Services - Paragraph J (pg. 17): The contractor shall be financially responsible for the upkeep, repair, and maintenance of all County owned equipment located in the Communications Center. All repairs shall be made in a prompt and timely fashion. Should County personnel determine that the contractor is not making arrangements for repair and maintenance of the equipment; the County Administrator, or his designee, shall arrange for such repairs to be made and shall deduct the charges for such repairs from the monthly payment to the contractor. Continued delay in contractor arranged maintenance and repair shall result in cancellation of this contract. Should the contractor believe that a piece of existing County owned equipment is antiquated or beyond meaningful repair through no fault of their own, they may request relief from this maintenance and repair

EXCEPTIONS TO SPECIFICATIONS

requirement for that piece of equipment by requesting in writing such relief from the County Administrator, or his designee. Any replacement equipment purchased and installed by the County shall be the property of the County.

- a. IXP can provide the services described in this Paragraph J. However, without having a complete list and understanding of all Salem County Communications Center's equipment and maintenance agreements, IXP cannot provide pricing with this bid. IXP proposes to discuss IT support and additional funding that would be used for the upkeep, repair, and maintenance of all County owned equipment located in the Communications Center at a later date. The cost of this specification is not included on the Bid Form.

Exception #4

Description of Services - Paragraph K (pg. 18): The Proposer will provide twenty-four (24) hour personnel coverage, seven (7) days per week, 365 days a year, for the County's 911 Emergency Communication Center. Proposer will collaborate with the County to effectuate the following, as well as all other related job duty scheduling requirements:

1. Maintain twelve (12) hour shifts for personnel (with the ability to deploy personnel into other shifts);
2. Provide nine (9) personnel for each of our (4) shifts, maintaining the aforesaid complement by ensuring replacement coverage for personnel on vacations, holidays, sick, or other authorized leave;
3. On-call responsibility of personnel;
4. Ability of personnel to holdover for maximum of sixteen (16) hours [for any unexpected leave(s)]; and
5. At minimum, four (4) supervisors to be selected from amongst personnel provided by Proposer.
6. Proposer shall comply within two (2) hours with the above staffing requirements.
 - a. IXP will provide the services in this Specification but would like to take exception to #1 and #2. Based on the workload information provided, IXP believes the County will operate efficiently with six (6) personnel for each of the 4 twelve hour shifts with the addition of a power shift of three (3) for peak workload periods. All IXP staff will be cross-trained and certified as Telecommunicators and be available to handle workload surges. IXP will also have a staff of part-timers to cover all paid time off (PTO). All normal overtime is included in the IXP fixed price except for those unique circumstances caused by man-made or natural events when unique staffing is required. IXP will always staff the Salem County Communications Center to accommodate call loads, adhere to contractual agreements with subscriber agencies, and meet performance metrics.



Lawrence D. Consalvos

President and Chief Operating Officer

May 11, 2016