Board of County Commissioners of the County of Burlington

REQUEST FOR PROPOSALS

for

PHYSICIAN SERVICES FOR THE COUNTY OF BURLINGTON (RFP-26-0079)

Enclosed are the specifications, terms, and conditions.

PROPOSALS DUE: **NOVEMBER 20, 2026 AT 10:30 A.M. (local time)**

SUBMIT PROPOSALS AT: **BURLCOBIDS.IONWAVE.NET**

Phone: 609-265-5012
Fax: 609-265-5438
Website: www.co.burlington.nj.us
Email: Purchasing@co.burlington.nj.us

I M P O R T A N T

NOTICE TO ALL PROPOSERS:

All proposals shall be submitted online at BURLCOBIDS.IONWAVE.NET. The County shall not accept any proposal submissions via email, courier, mail, or in person delivery.

The County is not responsible for any proposal not submitted on time at BURLCOBIDS.IONWAVE.NET. The County is not responsible for any internet submission issues that may include but not be limited to connection issues, technical difficulties, errors, power outages, etc.

The Division of Purchasing's public office hours are Monday through Friday from 9:00 A.M. to 4:00 P.M. (local time), County holidays excluded.

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

Proposal documents and forms must be downloaded and submitted (as applicable) in the original PDF format. Any proposal modified from the original format will not be accepted.

Proposers must be registered in the County's e-procurement platform to access the RFP documents and submit questions. Registration may be completed at https://burlcobids.ionwave.net.

Commodity Code – 794-45

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CHECK LIST

Items labeled as MANDATORY are due at the time of proposal submission.
Failure to submit this information by the deadline may result in the rejection of your proposal.

TITLE	SECTION		PROPOSER CHECK OFF
Proposal Form w/Prices **(MANDATORY)**	2.00	(submit electronically under the "Response Attachments" tab)	_____
Addenda certification #_____ (if issued by the County) **(MANDATORY)**	3.06	(submit electronically under the "Attributes" tab)	_____
Anti-Discrimination Agreement **(MANDATORY)**	3.16	(submit electronically under the "Attributes" tab)	_____
Statement of Ownership Disclosure **(MANDATORY)**	3.22	(submit electronically under the "Attributes" tab)	_____
Disclosure of Investment Activities in Iran Form **(MANDATORY)**	3.40	(submit electronically under the "Attributes" tab)	_____
Non-Collusion Certification **(MANDATORY)**		(submit electronically under the "Attributes" tab)	_____
Mandatory Equal Employment Opportunity Language Questionnaire **(MANDATORY)**	3.17	(submit electronically under the "Attributes" tab)	_____
Qualification Questionnaire & Vendor Information Sheet **(MANDATORY)**		(submit electronically under the "Attributes" tab)	_____
Proposal documentation as required by section 1.07 (professional license, FCE subcontractor info., etc.) **(MANDATORY)**	1.07	(submit electronically under the "Response Attachments" tab)	_____
Hold Harmless/Indemnification Agreement	3.25 & 4.01	(submit electronically under the "Response Attachments" tab)	_____
Certification Of Non-Involvement in Prohibited Activities In Russia or Belarus	3.41	(submit electronically under the "Response Attachments" tab)	_____
Statement from Insurance Broker	1.03	(submit electronically under the "Response Attachments" tab)	_____
New Jersey Business Registration Certificate or 501C3 Certificate	3.36	(submit electronically under the "Response Attachments" tab)	_____
W-9, Request for Taxpayer Identification Number & Certification	3.38	(submit electronically under the "Response Attachments" tab)	_____
Contract Form	5.00	(sign and attach appropriate form electronically under the "Response Attachments" tab)	
Corporate	5.01		_____
Partnership	5.02		_____
Individual	5.03		_____

1.00 TECHNICAL SPECIFICATIONS

1.01 INTENT

The Board of County Commissioners of the County of Burlington intends to award at least one contract for physician services.

Sealed proposals will be received by the Division of Purchasing for the County of Burlington online at

BURLCOBIDS.IONWAVE.NET
NOVEMBER 20, 2026 AT 10:30 AM (local time)

The conditions and requirements of these specifications are intended to be open and non-restrictive for the purpose of obtaining adequate participation of interested vendors, uniformity in the submission of proposals and selection of the best pricing and other proposal requirements.

The successful proposal shall become a part of the signed contract upon award.

The County shall be the sole judge concerning the merits of all proposals submitted.

1.02 PRE-PROPOSAL CONFERENCE & DEADLINE FOR QUESTIONS

A pre-proposal conference is currently scheduled for this request for proposals on **October 28, 2026 at 11:00 A.M. (EST)**. Attendance by prospective proposers is NOT mandatory.

THE DEADLINE FOR QUESTIONS IS NOVEMBER 2, 2026 at 5:00 P.M. (local time)

Proposers must visit the solicitation at **BURLCOBIDS.IONWAVE.NET** to submit questions by the deadline. All questions must be submitted under the "Questions" tab.

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

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

1. Commercial General Liability, including Products Completed Operations, coverage for Personal Injury and Property Damage Liability of not less than one million dollars ($1,000,000) combined single limit for each occurrence/ two million dollars ($2,000,000) aggregate; and

2. Comprehensive automobile bodily injury and property damage liability coverage of not less than one million dollars ($1,000,000) combined single limit; and

3. All statutory workers compensation and employer liability coverage required to be held by law; and

4. Professional Liability (Errors & Omissions) coverage with limit of one million dollars ($1,000,000) for each occurrence/two million dollars ($2,000,000) annual aggregate; and

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

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

1. Name and address of insured.

2. A statement that the Board of County Commissioners of the County of Burlington is an Additional Insured under Commercial General Liability.

3. The number and description of each policy in force on the date of the Certificate.

4. The expiration date of each policy shown as well as the amount of coverage for each policy.

5. The name and number of this contract as shown on the cover of this package.

6. A statement showing the method of cancellation. If cancellation may be affected by the giving of notice to the insured and the Board of County Commissioners of the County of Burlington by the insurer, the policy and Certificate must provide that cancellation shall not be effective until ten (10) days after receipt of such notice by the said Board of County Commissioners.

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

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

The Proposer/Contractor must secure a statement from their insurance broker stating that they will, upon successful award of this proposal to their client, supply the proposer with insurance in the limits as required by this proposal.

STATEMENT FROM INSURANCE BROKER: Each proposer should include with his proposal a statement from the Proposer's/Contractor's insurance broker stating that the broker will, upon successful award of this contract to their client, supply the Proposer/Contractor with insurance in the types and amounts required by these specifications (https://burlcobids.ionwave.net).

1.04 COUNTY REPRESENTATIVE

The County Representative is:

Sandy Henley, Chief of Staff
Department of Human Resources
County Administration Building
49 Rancocas Road
Mount Holly, New Jersey 08060-6000
Telephone Number 609-265-5414
E-mail Address: shenley@co.burlington.nj.us

The individual(s) named above is designated as the County's representative for this proposal and will be the point of contact for performance and payment after the execution of the contract.

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

1.05 ELIGIBILITY OF PROPOSER

Proposals for the service will be considered only from vendors not listed on any debarred list published by the State of New Jersey.

Proposers must meet all requirements listed below for their proposal submission to be considered for an award of contract by the County of Burlington:

- Must be or employ a graduate from an accredited school of Allopathic or Osteopathic medicine as either a Doctor of Medicine (M.D.) or Doctor of Osteopathic Medicine (D.O.).
- Be or employ staff duly licensed in the State of New Jersey by the State Board of Medical Examiners as either a M.D. or D.O., and hold such license in good standing. A copy of the license will be required to be furnished with the bid.
- Maintain an office location to conduct pre-employment physicals and other employment-based examinations within a reasonable proximity to the Township of Mount Holly, State of New Jersey, 08060.
- Possess the ability to administer PPD initial placement and the subsequent PPD follow up.

All licenses and certifications required to perform work under this contract shall be valid and in good standing at the time of proposal submission. The Successful Proposer shall keep said licenses and certifications valid and in good standing for the entire contract period. Failure to keep the required licenses and certifications valid and in good standing during the contract period shall be grounds for immediate termination of the contract.

1.06 EVALUATION AND RANKING METHODOLOGY

All proposals shall be evaluated and ranked using the following criteria:

1. **Management:** Qualifications and relevant experience of personnel; availability of personnel; clearly demonstrates an ability to complete contract work in a timely manner; demonstrates an ease of scheduling services and receiving results; and location of facilities.
   (70 points)

2. **Technical:** Completeness and thoroughness of proposal. **(20 points)**

3. **Cost (10 points)**

The County reserves the right to select the proposer that best meets the needs of the County. While cost will be considered, it will not be the only criterion to be considered by the County. The County reserves the right to waive any minor informality in the specifications.

The County reserves the right to request clarification of information submitted by proposers and request additional information from any proposer.

Final results shall be determined by the County Purchasing Agent, County Solicitor or County Administrator in a report to the Board of County Commissioners. This report shall be available for public inspection at least forty-eight (48) hours prior to an award of contract or when made available to the governing body, whichever is sooner. The County shall NOT be obligated to explain the results of the evaluation process to any proposer, person, or entity.

1.07 SPECIFICATIONS

IMPORTANT NOTE: All documents, forms, and any submissions required by these specifications shall be submitted on the County's e-procurement platform for this RFP solicitation at https://burlcobids.ionwave.net. The proposer awarded the contract shall be known as the "Successful Proposer". Proposers responding to this Request for Proposals (RFP) must have relevant experience, knowledge, and qualifications for the performance of the services outlined in these specifications.

INTRODUCTION:

The County of Burlington seeks proposals for qualified physician(s), duly licensed in the State of New Jersey and in good standing, to furnish employment-related physician services to employees or prospective employees of the County's workforce. Services shall be performed as assigned by the Burlington County Department of Human Resources and the Sheriff's Department. The services required generally include physical examinations for law enforcement, hazardous waste, and CDL positions; document review for leaves of absence requests; fitness-for-duty examinations; and other services as required. Additionally, the contracted physician may be asked in rare circumstances to testify in administrative or court proceedings.

A copy of the proposer's professional license(s) must be submitted with the proposal under the "Response Attachments" tab within the solicitation at https://burlcobids.ionwave.net.

A. Description of Services

The Successful Proposer shall provide all services listed in the Section 2.00 Proposal Form. Section 1.07 of the RFP specifications shall be interpreted as a general description of this RFP's scope and services. The services listed in this contract are not intended to be exhaustive.

The Successful Proposer must have a working knowledge of various Federal and State laws and regulations related to health and welfare issues within the workplace, including but not limited to the Americans with Disabilities Act, 42 U.S.C. Sec. 12101 et seq., the Family & Medical Leave Act, 29 U.S.C. Sec. 2601 et seq., the New Jersey Family Leave Act, N.J.S.A. 34:11B-1, et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., and other pertinent laws. The Successful Proposer shall be able to interpret job descriptions, perform physical evaluations of employees or candidates for employment, and compare a patient's results with the performance standards outlined in a job specification.

The Successful Proposer shall conduct a complete general physical examination consisting of industry standards such as, but not limited to, medical history, general appearance, HEENT, vital signs, basic biometrics, and organ systems. The Successful Proposer shall perform EKG or refer appropriate candidates for stress tests.

The Successful Proposer shall conduct physical examinations of law enforcement candidates for both pre-employment screenings and for capability of meeting rigorous, physical law enforcement training academy standards pursuant to N.J.A.C. 13.1-8.1. Said examinations shall include physicals, blood work, urinalyses, EKGs, and completion of respective academy forms such as, but not limited to the PTC-8. All law enforcement related physicals and related forms must be completed by a physician.

The Successful Proposer shall conduct physical examinations of employees who perform hazardous

waste disposal operations or hazmat response. Said examination shall include physical, pulmonary function, chest X-ray, lab autochem, audiometry, EKG, occult blood, heavy metal profile, visual acuity and tetanus toxoid.

The Successful Proposer shall conduct physical examinations of employees holding commercial driver's licenses in compliance with the standards prescribed by the US Department of Transportation's regulations at 49 C.F.R. Sec. 391.

The Successful Proposer shall review leave of absence requests, employees' health records, and other relevant documentation within 3 business days of submission to determine whether an employee suffers from a serious health condition that inhibits his/her ability to perform ordinary activities of daily living, such as his/her ability to perform the central functions of his/her job.

The Successful Proposer shall conduct physical examinations of employees, including independent sight and hearing examinations, where necessary to evaluate the degree to which an employee suffers from a serious health condition, whether the condition substantially inhibits the employee's ability to perform his/her job, and the probable duration of the condition.

The Successful Proposer shall provide second or third opinions regarding reasonable accommodations necessary to enable employees to perform the central or essential functions of their jobs.

Fitness-For-Duty (FFD) Examinations

The Successful Proposer shall conduct Fitness-For-Duty (FFD) examinations for employees returning to work from a personal leave of absence (such as FMLA/NJFLA) or Worker's Compensation. The proposer shall determine whether an employee is unable or incapable of performing the essential duties of their job, and whether the employee presents a danger or hazard to themselves or others if they remain on the job.

The Successful proposer shall conduct a Fitness-For-Duty (FFD) examination for an employee who has a permanent restriction and determine whether they can perform the essential functions of their job with a permanent restriction.

Important Note: The Successful Proposer may subcontract Functional Capacity Evaluations (FCE) for Fitness-For-Duty (FFD) examinations. However, the costs of such services, name of the subcontractor(s) performing the service, and copies of the subcontractor(s) licenses/credentials must be with submitted with the proposal under the **"Response Attachments"** tab. Subcontractors performing FCEs must be licensed or certified by a New Jersey State agency, be in good standing, have a minimum of eight (8) years' experience in performing such services, and otherwise meet the requirements specified in this Request for Proposal.

The Successful Proposer shall provide the Hepatitis A and Hepatitis B **series of three (3) inoculations** to all Sheriff's Officers, and, if needed, Hepatitis B booster.

The Successful Proposer shall have the ability to administer Tuberculosis and hepatitis screenings on site.

The Successful Proposer shall produce typewritten reports containing findings, conclusions, diagnoses, and other relevant information. The Successful Proposer shall complete any forms submitted in connection with any assigned task.

B. HIPAA Requirements - Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Both parties (and any subcontractors under FCE) agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Successful Proposer shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any disclosure that is not permitted

The Successful Proposer, by execution of the contract, shall thereby indemnify and hold the County harmless from all liabilities, claims, actions, costs, and penalties which may be incurred as the result of the failure of the Successful Proposer to comply with the requirements of the HIPAA, or any other statute or case law, protecting the privacy of persons using the Successful Proposer's services.

The Successful Proposer shall maintain documentation and individual health information in strict confidence to be disclosed to the Director of Human Resources and/or his designee and execute any necessary HIPAA compliant business associates agreements.

C. Medical Records at Conclusion of Contract

At the conclusion of this contract, the Successful Proposer shall turn over copies of all medical records generated under this RFP to the Director of Human Resources of Burlington County.

All records directly related to the performance of services under the contract shall be turned over to the County immediately upon receipt of a written request.

Pursuant to N.J.A.C. 17:44-2.2, the Successful Proposer shall maintain all documentation related to products, transactions, and/or other services under this contract for a period of no less than five (5) years from the date of final payment. Such records shall be made available to the County of Burlington and New Jersey Office of the State Comptroller upon request.

D. Second Opinions

At the County's discretion, the County reserves the right to obtain second opinions from other medical professionals at no expense to the Successful Proposer.

1.08 CONTRACT PERIOD

Contract Period is **ONE (1) YEAR**

beginning		January 1, 2027
	and	
ending		December 31, 2027

IMPORTANT NOTE: All contracts are contingent on the availability and appropriation of funds.

2.00 PROPOSAL FORM

PHYSICIAN SERVICES FOR THE COUNTY OF BURLINGTON
(RFP-26-0079)

IMPORTANT NOTES:

NOTE #1: Proposers shall use this proposal form provided in these specifications to submit their proposal pricing. Proposers must attach their completed proposal forms, including the signature page, under the "**Response Attachments"** tab. Pricing shall be inclusive of all labor, materials, equipment, and/or supplies required for the performance of contract work as detailed in the specifications. The County shall not pay for any additional costs including, but not limited to travel, meals, taxes, fuel, fines, delivery, or fees for the contract services.

NOTE #2: The County reserves the right to increase or decrease quantities on this contract as conditions warrant. The quantities provided on this page and on the following pages are estimates only. The County reserves the right to order a minimum of zero (0) or a maximum of 150% of the estimated quantities during the contract term. The quantities listed below are estimates.

Note #3: Proposers should propose pricing for all lines items listed on the proposal form below. All services shall include providing a written report and completing accompanying paperwork, where applicable. Pricing submitted by proposers shall be **inclusive of ALL costs** required to perform each listed service. The County shall not pay any additional costs, fees, or reimbursements beyond the fees/rates reflected within the cost proposal submitted by the Successful Proposer. Additional costs that the County shall not pay for include, but are not limited to incidentals, travel, taxes, application fees, fines, supplies, equipment, lodging, tolls, fuel, meals, mailings, copying, postage, and clerical support.

Note #4: Payment by the County for the services will only be made after the services have been performed and an itemized invoice is submitted in the form specified by the County and approved by the appropriate County representative. The itemized invoice shall specifically set forth the services performed and the name of the person performing such services.

Note #5: Proposers shall be required to honor their proposed pricing for the entire duration of the contract.

Proposal Form Line Items

LINE NO.	SERVICE	ESTIMATED QUANTITY	Unit Price	Ext. Price
1.	General Physical Examination	50	$_____	$_____
2.	Physical Examinations and Assessment for Law Enforcement: Pre-Academy and Pre-Employment	50	$_____	$_____
3.	Hazardous Waste Employee Physical Examinations	10	$_____	$_____
4.	Commercial Driver's License (DOT) Physical	50	$_____	$_____
5.	EKG	50	$_____	$_____
6.	Urinalysis (Micro)	50	$_____	$_____
7.	CBC w/Differential	50	$_____	$_____
8.	Chemistry Profile 20	50	$_____	$_____
9.	Venipuncture – Blood Draw	50	$_____	$_____
10.	Urine Drug Screen 9-Panel	**100**	$_____	$_____
11.	Alcohol Breath Test (Instant)	50	$_____	$_____
12.	Pulmonary Function Test	50	$_____	$_____
13.	Chest X-Ray	50	$_____	$_____
14.	Chest X-ray B Reader – Single View	50	$_____	$_____
15.	Audiometric Test	50	$_____	$_____
16.	Heavy Metals Screen – Blood	50	$_____	$_____
17.	Hemoccult	50	$_____	$_____
18.	Tetanus Toxoid	50	$_____	$_____
19.	Tuberculosis PPD initial placement	50	$_____	$_____
20.	Tuberculosis PPD read	50	$_____	$_____
21.	Tuberculosis Questionnaire	50	$_____	$_____

LINE NO.	SERVICE	ESTIMATED QUANTITY	Unit Price	Ext. Price
22.	Hepatitis A Titer Test	50	$_____	$_____
23.	Hepatitis A Vaccine (series of 3)	50	$_____	$_____
24.	Hepatitis B Titer Test	50	$_____	$_____
25.	Hepatitis B Vaccine (series of 3)	50	$_____	$_____
26.	Venipuncture	50	$_____	$_____
27.	On-Site Fee (1 RN/Tech up to 3 hours)	50	$_____	$_____
28.	On-Site Fee (2 RN/Tech up to 3 hours)	50	$_____	$_____
29.	FMLA or FLA requests – document review	10	$_____	$_____
30.	FMLA or FLA requests – 2nd or 3rd opinions after evaluation	5	$_____	$_____
31.	ADA Reasonable Accommodation Consultation	2	$_____	$_____
32.	Court testimony to include preparation	1	$_____	$_____
33.	Fitness for Duty Examinations	15	$_____	$_____
34.	Functional Capacity Evaluations	5	$_____	$_____
35.	Return to Duty Examinations	15	$_____	$_____

PROPOSAL FORM SIGNATURE PAGE

Please take notice that only those proposals with a completed PROPOSAL FORM SIGNATURE PAGE will be considered in determining the successful proposal.

The undersigned hereby undertakes and promises to furnish the services as required by the RFP titled "PHYSICIAN SERVICES FOR THE COUNTY OF BURLINGTON" (CONTRACT # RFP-26-0079) and other items as appropriate and required by the RFP specifications as well as the contract documents concerning the same, including all written amendments and changes thereto, which are incorporated herein by reference and made a part of this proposal.

By signing below the Proposer hereby acknowledges that all contracts are contingent upon availability and appropriation of funds. The prices provided on this proposal form shall remain firm for the duration of the contract. All erasures and/or changes must be initialed by the individual making modification to the proposal.

The successful proposal shall become a part of the signed contract upon award.

_____ _____

(Signature) (Organization Name)

_____ _____ _____

(Type or Print full name) (Title) (Date)

_____ _____ _____

(Telephone Number) (Fax Number) (Email)

Section 3.37 Agreement

By signature below we accept the terms as outlined under section 3.37 Contract Extension

This will in no way affect this bid/proposal award.

_____ _____,20___

(Signature) (Date)

END OF SECTION 2.00

3.00 TERMS

3.01 DEFINITIONS

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

Contractor(s): The word Contractor(s) as used in this proposal means the most responsible Proposer(s) who is awarded a contract.

County: The word County as cited in this proposal is defined as the Board of County Commissioners of the County of Burlington.

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

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

Owner: The word Owner as cited in this proposal is defined as the Board of County Commissioners of the County of Burlington.

Vendor: see 'Proposer' above.

Contract: A dual signed copy of this proposal package.

3.02 PROPOSAL INSTRUCTIONS

Proposals shall be submitted through Burlington County's e-bidding platform at the following address: https://burlcobids.ionwave.net. This platform contains the official proposal forms and documents that must be completed and submitted for the proposal submission.

The County shall not accept proposal submissions through alternative methods including but not limited to email, fax, hand delivery, courier, mail, etc. Any sealed bids physically delivered to the County will be returned to the sender unopened.

If the proposal requires a proposal/bid guarantee and/or consent of surety, copies of both documents shall be submitted with the proposal submission on the e-bidding platform. Failure to include said copies shall result in rejection of the proposal submission.

Additionally, if the proposal requires a proposal/bid guarantee and/or consent of surety, the original proposal/bid guarantee and/or consent of surety shall be physically delivered to the County. Said original documents shall be due by the deadline for proposal submissions. Said documents shall be delivered in a sealed envelope plainly marked with name and address of proposer and complete proposal title and number as shown on the cover of these specifications. Failure to submit said original documents on time shall result in rejection of the proposal submission. The sealed envelopes will be returned to the sender unopened. The original proposal/bid guarantee and consent of surety can be submitted by the following methods:

Hand Delivery or Courier Services:
County of Burlington
Department of Finance and Purchasing
County Office Building
First Floor, Room 104
49 Rancocas Road
Mount Holly, NJ 08060-6000

Mail:
County of Burlington
Department of Finance and Purchasing
49 Rancocas Road
Post Office Box 6000
Mount Holly, NJ 08060-6000

3.03 NO PROPOSAL

If not submitting a proposal in accordance with attached instructions and specifications, proposers should submit a "no bid" through the County's e-bidding platform at https://burlcobids.ionwave.net.

3.04 LATE PROPOSALS

NO LATE PROPOSAL WILL BE ACCEPTED OR CONSIDERED.

The County will not be responsible for any proposal not submitted on time due to internet, website, or any other technical difficulty. This shall include but not be limited to power outages, internet disconnections, computer complications, website errors, etc. It is the proposer's responsibility to ensure that the proposal is prepared and submitted in a timely fashion to navigate technical and digital complications.

If a proposal/bid guarantee or consent of surety is required for this request for proposals, the County will not be responsible for late postal delivery service nor will postmark dates be considered in honoring proposals. The County will not be responsible for any documents misdirected in delivery by person or delivery service.

3.05 PROPOSAL WITHDRAWAL

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

3.06 ADDENDA

Any interpretations of these proposal specifications and any supplemental instructions will be in the form of a written addendum which will be in forwarded to all prospective Proposers on record via the County's e-bidding platform at https://burlcobids.ionwave.net. Addenda will be issued no later than seven (7) working days prior to the date fixed for the opening of proposals.

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

All addenda issued prior to the proposal receipt date must also be acknowledged and submitted as part of the online proposal submission process at https://burlcobids.ionwave.net.

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

3.07 ORAL INSTRUCTIONS

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

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

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

3.08 PROPOSAL PRICES

The proposer must provide figures as requested using the proposal form (Section 2.00) provided in these specifications and attach said form under the "Response Attachments" tab on the County's e-bidding platform at https://burlcobids.ionwave.net.

Proposal prices are to remain firm for a period of not less than sixty (60) days to allow the County to determine the lowest pricing and other proposal requirements that will, as determined by the County, fulfill the intentions of this proposal.

3.09 PRICES

Carelessness in quoting prices or in preparation of the proposal will not relieve the proposer from performance of the services required by these proposal documents.
No price escalation will be permitted after proposal has been submitted.

3.10 PRICE CHANGES

Proposal prices submitted by the proposer shall not be adjusted during the contract term.

3.11 CHANGES

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

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

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

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

3.12 PAYMENT

This contract is subject to P.L. 2006, c. 96 and P.L. 2018, c. 127.

Unless otherwise stated in this contract, the County of Burlington's payment terms shall function as follows:

1.) sixty (60) days from the payment date specified in the contract; or
2.) the later of:
    a.) sixty (60) calendar days from receipt of properly executed invoice; or
    b.) sixty (60) calendar days from the date the goods or services were received, as certified by a County officer or duly designated County employee.

The term "invoice" shall be understood it encompass bills, vouchers, warrants, or whatever term the County of Burlington uses to describe the document(s) a vendor submits to request payment.

The phrase "properly executed invoice" shall mean an invoice containing sufficient detail for the payment to be made.

Bills will be payable only upon receipt of an invoice and a properly executed purchase order. All invoices and purchase orders must be submitted to the billing address as shown on each purchase order. Invoices must match the purchase order and have full description of services or supplies.

The purchase order number must be on all invoices.

Forward the invoice and purchase order with signature to the County Department shown as "bill to" on the purchase order.

Disputes regarding whether a party has failed to make payments required pursuant to P.L. 2006, c. 96 shall be submitted to the process of alternative dispute resolution provided at Section 3.47 of these specifications.

Notice: P.L. 2006, c. 96, requires a prime contract to pay subcontractors and a subcontractor to pay sub-subcontractors within ten (10) calendar days of the receipt of payments from the County for work completed or services rendered unless otherwise agreed in writing.

3.13 TAX EXEMPT

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

3.14 CONTRACT FORMS

All proposers shall complete, sign, and submit all contract forms including but not limited to the Statement of Ownership Disclosure Certification, Hold Harmless/Indemnification Agreement, Non-Collusion Certification, Equal Employment Opportunity Questionnaire, Qualification Questionnaire, and Disclosure of Investment Activities in Iran Form as required by this solicitation's requirements on https://burlcobids.ionwave.net.

All addenda issued prior to PROPOSAL receipt date must also be acknowledged and submitted with the proposal. Proposers are cautioned to fill in all information as requested on "Line Items" section of this solicitation at https://burlcobids.ionwave.net as a basis for making awards. Price information must be clearly indicated on spaces provided.

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

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

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

3.15 NON-PERFORMANCE / FAILURE TO EXECUTE CONTRACT

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

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

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

3.16 DISCRIMINATION

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

All proposers shall agree to comply with the anti-discrimination provisions pursuant to **N.J.S.A. 10:2-1**.

3.17 EQUAL EMPLOYMENT OPPORTUNITY

Proposers are required to comply with the requirements of **N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27**. See the "Equal Employment Opportunity" sections under the "Attributes" and "Response Attachments" sections for this solicitation at https://burlcobids.ionwave.net.

3.18 AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this

contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the COUNTY, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind of nature arising out of or claim to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure.

If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

3.19 ADDITIONAL CLAIMS

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

3.20 ASSIGNMENTS

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

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

3.21 SUBCONTRACTING

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

3.22 STATEMENT OF OWNERSHIP DISCLOSURE

No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

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

To comply with this section, a proposer with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the U.S. Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the U.S. Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2 et seq. which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S. corporations.

The Statement of Ownership Disclosure form shall be completed and signed. Failure of the proposer to submit the required information is cause for automatic rejection of the bid.

3.23 CONTRACT INTERPRETATION

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

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

3.24 CONTRACT AWARD

The County reserves the right to award the contract to proposer(s) based on the selected methodology for the proposal.

The award of the contract or the rejection of proposals shall be made within sixty (60) days of the date of receipt of proposals.

The County reserves the right to deviate from the details of the proposal if the evaluated proposal of any proposer indicates the best interest of the County will be served by such action. The Successful Proposer to whom the award is to be made will be notified at the earliest possible date. A contract will be executed upon satisfaction of all requirements of the proposal documents by the Successful Proposer.

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

3.25 HOLD HARMLESS/INDEMNIFICATION

The Proposer agrees that upon execution of the CONTRACT for the services outlined in these specifications the Proposer shall defend, indemnify and hold harmless the County of Burlington and its agents, officers and employees from and against all claims, demands, actions, lawsuits, damages, judgments or liabilities (including attorney fees and costs of legal and administrative proceedings) including, but not limited to property damage or loss and/or personal injury including loss of life of any person, agency, corporation or governmental entity arising out of the purchase, installation and/or services related to PHYSICIAN SERVICES (CONTRACT #: RFP-26-0079) to be provided by the Successful Proposer to the County of Burlington resulting from any act or omission by said proposer, its officers, employees, agents, servants or subcontractors in the performance of any responsibility or service relating to the Contract. The PROPOSER further agrees that this indemnification by the PROPOSER shall continue after completion of the CONTRACT for all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorney's fees resulting from acts or omissions the PROPOSER, its officers, employees, agents, servants or subcontractors which occur prior to the completion of the CONTRACT. Notwithstanding any other provision of this paragraph, the Proposer is not responsible for indemnification of the County, its agents, officers, employees from claims, actions, lawsuits, damages, judgments, or liabilities arising out of the negligence or deliberate or willful actions on the part of County agents, officers and employees.

The County of Burlington shall not be responsible for representing or defending the Proposer, its officers, employees, agents, servants or subcontractors who may be named as defendants in any lawsuit, or in connection with any civil claim including, but not limited to tort, contractual or civil rights claims.

3.26 COUNTY/VENDOR RELATIONSHIP

The entering into of a Contract/Agreement between Vendor and the Board does not create an employer-employee relationship. Vendor shall at all times be treated as an independent contractor. Neither Vendor nor its employees, agents, subcontractors, subcontractor-employees, assignees, invitees or designees shall be considered employees of the Board, and shall not have any legal rights of a County employee.

3.27 ROYALTIES AND PATENTS

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

3.28 DELIVERY COSTS & F.O.B.

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

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

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

3.29 CHANGE ORDERS

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

3.30 SIGNATURE ON PROPOSALS (Sections: 5.00, 5.01, 5.02, 5.03)

Proposals must be electronically submitted per the requirements at https://burlcobids.ionwave.net. **Scanned copies of the proposal will not be accepted. The County will not accept any proposal submissions through alternative methods including but not limited to email, fax, hand delivery, courier, mail, etc.**

Unit prices and total proposals are to be submitted in the spaces provided under the "Line Items" section of this solicitation at https://burlcobids.ionwave.net.

N O T E: FAILURE TO ELECTRONICALLY SIGN, GIVE ALL INFORMATION, COMPLETE, AND SUBMIT THE BID MAY RESULT IN THE REJECTION OF THE PROPOSAL, IN WHOLE OR IN PART.

3.31 GOVERNING LAW, STATE AND FUNDING

This contract shall be governed by and construed in accordance with the laws of the State of New Jersey, including the Local Public Contracts Law of the State of New Jersey (N.J.S.A. 40A:11 et seq. and New Jersey Local Public Contracts Law Rules N.J.A.C. 5:34-1 et

seq.) and the Uniform Commercial Code (UCC). All contracts are subject to the availability and appropriation of funds annually.

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

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

3.32 REJECTION OF PROPOSAL

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

3.33 RECEIPT OF PROPOSAL ATTENDANCE

At the time fixed for the receipt of proposals, the proposals will be recorded as received. Proposers and interested persons may watch the proposals be marked as received online. Details on accessing the receipt of proposals online can be found under the "Event Details" tab for this solicitation at https://burlcobids.ionwave.net.

3.34 COMMUNICATIONS AFTER THE RECEIPT OF PROPOSAL

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

3.35 RESPONSES

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

3.36 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

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

A Business Registration Certificate issued by the Division of Revenue in the New Jersey Department of the Treasury to a Proposer for the contract may be submitted with the proposal, but prior to the final award of contract to the Successful Proposer.

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

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

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

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

Applications for Business Registration Certificates can be submitted to the Division of Taxation, New Jersey Department of the Treasury at http://www.state.nj.us/treasury/revenue/busregcert.shtml

3.37 CONTRACT EXTENSION

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

one two-year,
or
two one-year,

extensions, subject to the following limitations:

e. The contract shall be awarded by resolution of the governing body upon a finding by the governing body that the service(s) are being performed in an effective and efficient manner;

f. No such contract shall be extended so that it runs for more than a total of five (5) consecutive years;

g. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the **index rate** for the twelve (12) months preceding the most recent quarterly calculation available at the time the contract is renewed; and

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

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

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

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

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

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

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

3.39 RETENTION OF RECORDS

Pursuant to N.J.A.C. 17:44-2.2(b) – The Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

3.40 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

A. In accordance with P.L. 2012, c.25 (N.J.S.A. 52:32-55 et seq.), any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract is required to certify, at the time the bid is submitted or the contract is renewed, that the person or entity is not identified on the list of persons or entities determined by the N.J. Department of the Treasury to be engaged in investment activities in Iran as described in subsection f. of section 2 of the act. The certification required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity.

B. If the local contracting unit determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L. 2012, C.25 (C.52:32-58), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L. 2012, c.25 (C.52:32-59). The local contracting unit may also report to the municipal attorney or county counsel, as appropriate, the name of that person, together with its information as to the false certification, and the municipal attorney or county counsel, as appropriate, may determine to bring such civil action against the person to collect such penalty.

3.41 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (P.L. 2022, c.3) any person or entity (hereinafter 'Vendor') that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete a Certification of Non-Involvement in Prohibited Activities in Russia or Belarus indicating whether or not the Vendor is engaged in prohibited activities in Russia or Belarus. If it is found that a Vendor has made a certification in violation of the law, the County of Burlington and/or the State of New Jersey shall take any 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 party.

The Successful Bidder/Proposer shall be required to submit a completed and signed certification form to the County of Burlington prior to the award of contract. The certification form can be found at https://www.nj.gov/treasury/administration/pdf/DisclosureofProhibitedActivitesinRussiaBelarus.pdf

3.42 TERMINATION OF CONTRACT

The contract entered into by and between the County and the Successful Proposer may be terminated as follows:

Termination for Cause: The County of Burlington may terminate the contract at any time if the Proposer defaults in the contract or otherwise fails to carry out its contractual responsibilities or fails to make substantial progress toward completion of its responsibilities pursuant to the terms specified in the contract. The County of Burlington shall provide the Successful Proposer with at least ten (10) calendar days written notice of conditions considered to be a failure to perform contractual responsibilities. If after such notice the Successful Proposer fails to remedy to the satisfaction of the County the condition contained in the notice, within ten (10) calendar days, the County shall have the right to issue an order to stop work immediately, in which case the contract shall be terminated as of the date of the stop-work order.

The County shall have the right, in its sole discretion, to declare this agreement terminated in the event of any material breach of this agreement by the successful proposer. Such termination shall be effective upon the expiration of ten calendar (10) days' notice to the successful proposer. However, the County shall not have the right to declare the contract terminated in the event the vendor cures said breach within the notice period.

If the Successful Proposer and/or any of its employees and/or agents are required to be licensed and/or registered to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated if the appropriate governmental entity with jurisdiction has instituted an action to have the contractor's license and/or registration suspended or revoked, or if such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

The Successful Proposer may terminate the contract if the County fails to carry out its responsibilities under this contract. However, before such termination may occur, the Successful Proposer will provide the County with at least sixty (60) calendar days written notice of those conditions considered to be a failure to perform contractual responsibilities. At that point, the parties agree to meet and discuss the notice sent by the Successful Proposer in an attempt to resolve issues raised by same. If such discussions do not result in resolution, the Successful Proposer, at the end of such sixty (60) calendar day period, may provide a 30-day notice of

termination of the agreement, and the parties shall be left to their respective remedies.

Termination Without Cause: The County of Burlington reserves the right to terminate the contract at any time during the contract term. The County of Burlington shall provide the Successful Proposer with at least thirty (30) calendar days written notice of its intention to terminate the contract without cause.

3.43 POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of $50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at https://www.elec.nj.gov/.

3.44 ALTERNATIVE DISPUTE RESOLUTION THROUGH MEDIATION

The Contractor must proceed with all work required under this contract during the mediation process described below if so required by the Board in its sole discretion.

A claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "claim" also includes other disputes and matters in question between the Owner and Contractor arising out or relating to the Contract. The responsibility to substantiate the Claims shall rest solely with the party making the Claim.

Pending final resolution of Claim, except as otherwise agreed in writing or as provided in these specifications, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Contract Documents.

A dispute or claim arising under this contract shall be submitted in writing to the County' Division of Purchasing with all facts and data. The County's Purchasing Agent will review the dispute and issue their decision or request additional facts or documentation after which they will render a decision as initial decision maker. An initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date of final payment is due unless thirty (30) business days have passed after the claim has been referred to the Initial Decision Maker with no decision having been rendered.

Any party to the contract under which a dispute has been submitted for mediation may demand the joinder of other interested parties in the dispute unless the mediator appointed to resolve the dispute determines that such joinder is inappropriate.

Whenever more than one dispute of a similar nature arises under the contract, or under related contracts, a contracting party may demand that the disputes be joined unless the mediator appointed to resolve the dispute determines that the disputes are inappropriate for joinder.

The party seeking mediation shall pay all expenses associated with the entire case filing and/or set-up fees. All other expenses shall be paid in accordance with the applicable Federal, State, and Local laws.

If the dispute is not resolved in mediation, the sole venue for any and all disputes arising under this Agreement shall be in a Court of Law, in Burlington County, Superior Court of New Jersey. This Contract shall be interpreted under the Laws of New Jersey.

Any dispute arising under the Contract shall be resolved in accordance with and subject to the following limitations:

1. All remedies provided elsewhere in the Contract Documents to resolve disputes, claims and protests shall be exhausted. Where the County is required to issue a decision, such decision shall be a conditions precedent to proceeding to resolve the dispute in accordance with this Section;

2. Prior to litigation, the County of Burlington and Contractor shall endeavor to settle dispute in accordance with applicable Federal, State, and Local laws. A demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement;

3. Nothing herein shall be construed to prevent the County and Contractor from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation;

4. Nothing herein shall be construed to prevent the Owner from notifying any performance guarantor (Surety) of, and requesting the Surety's assistance in resolving any disputes which involve the Contractor's performance and/or payment.

3.45 CHALLENGE TO RFP SPECIFICATIONS

Any prospective proposer who wishes to challenge these RFP specifications shall file such challenges in writing with the County of Burlington's Purchasing Agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the County of Burlington or the award of a contract.

3.46 EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The vendor, by submitting a proposal, acknowledges that it has carefully examined the RFP specifications, documents, addenda (if any), and the site; and that from its investigation, it has satisfied itself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, it fully understands the intent and purpose thereof, its obligations thereunder, and that it will not make any claim for, or have any right to damages, because of the lack of any information.

Each vendor submitting a RFP for a service contract shall include in its proposal all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, or work that can be reasonably inferred from the specifications and documents, in accordance with the specifications and documents.

3.47 FALSE MATERIAL REPRESENTATION – (N.J.S.A. 2C:21-34-97(b))

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award, or performance of a government contract. If the contract amount is for $25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds $2,500.00, but is less than $25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for $2,500.00 or less, the offender is guilty of a crime of the fourth degree.

3.48 LIABILITY – COPYRIGHT

The contractor (vendor) shall hold and save the County of Burlington, its officials, and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

4.00 CONTRACT FORMS

4.01 HOLD HARMLESS/INDEMNIFICATION AGREEMENT

The Proposer agrees that upon execution of the CONTRACT for the services and/or goods outlined in these specifications the Proposer shall defend, indemnify and hold harmless the County of Burlington and its agents, officers and employees from and against all claims, demands, actions, lawsuits, damages, judgments or liabilities (including attorney fees and costs of legal and administrative proceedings) including, but not limited to property damage or loss and/or personal injury including loss of life of any person, agency, corporation or governmental entity arising out of the purchase, installation and/or performance of services related to PHYSICIAN SERVICES FOR THE COUNTY OF BURLINGTON (Contract # RFP-26-0079) to be provided by the Proposer to the County of Burlington resulting from any act or omission by the Proposer, its officers, employees, agents, servants or subcontractors in the performance of any responsibility or service relating to the Contract. The PROPOSER further agrees that this indemnification by the PROPOSER shall continue after completion of the CONTRACT for all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorney's fees resulting from acts or omissions the PROPOSER, its officers, employees, agents, servants or subcontractors which occur prior to the completion of the CONTRACT. Notwithstanding any other provision of this paragraph, the Proposer is not responsible for indemnification of the County, its agents, officers, employees from claims, actions, lawsuits, damages, judgments, or liabilities arising out of the negligence or deliberate or willful actions on the part of County agents, officers and employees.

The County of Burlington shall not be responsible for representing or defending the Proposer, its officers, employees, agents, servants or subcontractors who may be named as defendants in any lawsuit, or in connection with any civil claim including, but not limited to tort, contractual or civil rights claims.

_____
(Firm/Company name)

_____
(Signature)

_____, 20___
(Date signed)

_____
(Type or print name and title)

_____
(Firm/Company Address)

[Corporate seal]

_____
(City, State) (Zip Code)

ATTEST:_____
(Signature)

_____
(Type or print name/title)

5.00 CONTRACT FORMS

The applicable form must be signed and returned with proposal.

5.01 CERTIFICATION OF CONTRACT - CORPORATION

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

The signature of the corporation attests that 1) the proposer is aware of all specifications, terms and conditions, forms and all other documents contained in the PROPOSAL for proposals including addenda and 2) that this proposal is an offer of contract.

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

_____
(CORPORATE Name)

_____, 20____
(Date signed)

_____
(Signature)

_____
(Type or print name and title)

[Corporate seal]

_____
(Address)

ATTEST:_____
(Signature)

_____
(City/State) (Zip Code)

_____
(Type or print name/title)

= = = = = = = = = = = = = = =

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

The above offer is hereby accepted
this ____day of _____, 20___

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF BURLINGTON

_____
(County seal)

By: _____
Eve A. Cullinan,
County Administrator

5.02 CERTIFICATION OF CONTRACT - PARTNERSHIP

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

The signature of the partnership attests that 1) the proposer is aware of all specifications, terms and conditions, forms and all other documents contained in the PROPOSAL for proposals including addenda and 2) that this proposal is an offer of contract.

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

_____
(Name of PARTNERSHIP)

_____, 20__
(Date signed)

_____
(Signature)

_____
(Type or print name and title)

Signed and Sealed
in the presence of:

_____
(Address)

_____
(Name)

_____
(City/State) (Zip Code)

= = = = = = = = = = = = = = = = = = =

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

The above offer is hereby accepted
this ____day of _____, 20___

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF BURLINGTON

_____
(County seal)

By: _____
Eve A. Cullinan,
County Administrator

5.03 CERTIFICATION OF CONTRACT - INDIVIDUAL

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

The signature of the individual attests that 1) the proposer is aware of all specifications, terms and conditions, forms and all other documents contained in the PROPOSAL for proposals including addenda and 2) that this proposal is an offer of contract.

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

_____
(Print name of INDIVIDUAL)

_____
(Signature)

_____, 20__
(Date signed)

_____
(Address)

_____
(City/State) (Zip Code)

WITNESS:_____
(Name)

= = = = = = = = = = = = = = = = = = =

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

ATTEST:

The above offer is hereby accepted
this ____day of _____, 20___

_____
(County seal)

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF BURLINGTON

By: _____
Eve A. Cullinan,
County Administrator