



*Gary Quinn, Director*  
*Gerry P. Little, Deputy Director*  
*Virginia E. Haines, Commissioner*  
*John P. Kelly, Commissioner*  
*Joseph H. Vicari, Commissioner*

*Michael J. Fiure, Director, Management & Budget*  
*Jennifer L. Bowens, Purchasing Agent*

**COUNTY OF OCEAN  
ADMINISTRATION BUILDING  
101 HOOPER AVENUE  
TOMS RIVER, NEW JERSEY 08753**

***REQUEST***

***FOR***

***PROPOSAL***

***FOR***

**Purchase of Electronic Poll Books, Related Hardware, Software,  
Licensing and Maintenance Support**

## **REQUEST FOR PROPOSALS**

The Ocean County Board of Commissioners is requesting proposals for the services of a qualified firm to provide services for **Purchase of Electronic Poll Books, Related Hardware, Software, Licensing and Maintenance Support.**

The Request for Proposal (RFP) is available on the Ocean County Bid Portal Website (<http://www.co.ocean.nj.us/ocbidportal.nsf>) or by contacting the Ocean County Purchasing Department at 732-929-2101.

Sealed proposals shall be mailed to:

Ocean County Purchasing Department  
Administration Building, Room 224  
101 Hooper Avenue  
Toms River, New Jersey 08753

and must be received prior to **4:00PM**, prevailing time on **August 12, 2021**. The County will not be responsible for late mail deliveries and no proposals will be accepted if received after the time stipulated in this notice. Proposals may be hand delivered to the Ocean County Purchasing Department.

By order of the Board of Commissioners of the County of Ocean.

Signed: **GARY QUINN**  
Director

**JENNIFER BOWENS**  
County Purchasing Agent

## **INTRODUCTION**

The County of Ocean is a County of Fifth Class as defined in N.J.S.A. 40A:6-1 et seq. Pursuant to N.J.S.A. 19:44A-20.4 et seq., the County of Ocean requests proposals from qualified firms capable of providing Electronic Poll Books. Proposers must meet the minimum qualifications and requirements set forth within the RFP and must be capable of providing services set forth in the Scope of Work for a two (2) year contract term with an option to renew for two (2) additional one (1) year terms.

## **PROPOSER QUALIFICATIONS**

The successful vendor(s) must be able to demonstrate ability to meet State of New Jersey Division of Elections minimum guidelines, mandates and/or certification requirements.

The successful vendor(s) must have a minimum of two years' experience in providing Electronic Poll Books, Related Software Licensing and Maintenance Support

The successful vendor(s) must provide two (2) references from customers currently utilizing the firm's Electronic Poll Books.

## **PROPOSAL REQUIREMENTS**

All proposals **MUST** be enclosed in two (2) separately sealed envelopes. One envelope shall contain one (1) original and one (1) copy of the **COST PROPOSAL** along with a digital copy in PDF format on a flash drive. The other envelope shall contain one (1) original and three (3) copies of the **TECHNICAL PROPOSAL** along with a digital copy in PDF format on a flash drive. Each envelope should be **properly labeled** with the **name and address of the proposer, the name of the proposal and the date of the opening on the outside of the envelope.**

Proposal shall include detailed information on offered system and all additional hardware, software, consumables and peripheral equipment.

Proposal shall include current client list where electronic poll books are currently used to conduct primary and general elections.

Proposal shall include a detailed description of all hardware and network products.

Proposal shall include a detailed description of the system's security.

## **COST PROPOSAL REQUIREMENTS**

All proposals **MUST** be enclosed in two (2) separately sealed envelopes. One envelope shall contain one (1) original and one (1) copy of the **COST PROPOSAL** along with a digital copy in PDF format on a flash drive. **DO NOT** include **COST PROPOSAL** with **TECHNICAL PROPOSAL**.

Cost Proposal must identify the total price for the system including all hardware, software, training, shipping, installation, transportation, licensing and any other cost for items necessary for a fully functioning system.

Pricing for each component of the system shall be provided in the cost proposal.

Proposal should include a price per unit should the County need to purchase additional electronic poll books above and beyond the total detailed in the Scope of Work.

Proposal should include costs for Years 1 and 2 of original term and optional Years 3 and 4 for all items including warranties and licensing.

## **SCOPE OF WORK**

Ocean County is seeking proposals for the Purchase of Eight Hundred and Ninety-Eight (898) Electronic Poll Books, Related Software Licensing and Maintenance Support. The price is to include FOB Destination delivery, installation, set up and training.

### **EQUIPMENT**

- ePoll book client unit
- Poll list server (PC/Laptop) which would communicate with SVRS
- Digital signature capture device
- Bar Code Reader
- ePoll book accompanying barcode printer (if needed to pull up applicable voter ballot on voting machine)
- Charger
- Transport/Storage Case

### **SUPPORT**

- Election On Site Support for Primary and General Election - To include a person on site the day before, the day of and the day after the election for both elections

### **LICENSING**

- 2 year software license
- Licensing for two (2) additional one (1) year terms
- Licensing support shall include new software releases or enhancements, telephone support, website support and remote support to provide diagnostic and repair service for the hardware/software products.

### **WARRANTY**

- 1 year hardware warranty
- Hardware maintenance for Years 2, 3 and 4

### **TRAINING**

- Training on the use of the accepted system must be on all facets of the system and must be conducted in person, after the initial purchase and prior to the first use of the system.

## MINIMUM REQUIREMENTS OF E-POLL BOOK

- All hardware and software must be certified by the State of New Jersey Division of Elections
- Compatibility with ALL electronic voting machines & ballot-on-demand printers currently certified by the State of New Jersey Division of Election
- Contrast capability for the visually-impaired
- Ability to be customized by county including the ability to add ancillary pages (affirm address, disability certificate, Pollworker notes)
- Ability to record the respective Pollworker initials for each voter processed
- Ability to display (eventually) signature history per voter
- Ability to communicate via connectivity to the host (mifi, wifi, Central point, bridge point, etc.)
- Issue tracking capability
- Multi-language capability
- Left-and-right hand signature consideration.
- Color-blind consideration
- Ability to tilt for signature placement ease
- Ability to record the issuance of a Provisional or Emergency Ballot
- E-poll book is compatible with:
  - NJ Statewide Voter Registration System and any software system used to prepare the list of voters for the equipment;
  - attached hardware – e.g., signature pads, barcode scanners, printers, and network cards; and
- All information contained on the e-poll book is encrypted.
- E-poll book has capability to:
  - store a local version of the voter registration database to serve as a backup; and
  - produce a list of audit records that reflect all actions of the system, including in-process audit records that display all transactions.
- E-poll book is capable of providing secure, reliable transmission of voter and election information to Election Board.
- E-poll book must be able to transmit all information generated by the voter, including the time and date stamp indicating when the voter voted and the electronic signature of the voter, for retention by the county Election Board.
- If the e-poll book is networked with the county voter file, the data contained in the voter file for the network must be located on a private server with secure connectivity between the voting location and the county voter file.
- E-poll book must have the capability to interface with a peripheral signature pad, tablet, or other signature capturing device that permits the voter to make an electronic signature for comparison with the signature on file as displayed by the e-poll book.
- E-poll book must have the ability to manage any known implementation of a New Jersey election – i.e., general, primary, special, municipal, and concurrent (when both a county and municipality are holding an election on the same date at the same polling location).
- E-poll book must be capable of searching the county's list of voters, streets, precinct, and voting locations to determine a voter's correct precinct and polling location. If the voter is not eligible to vote at precinct and polling location where the voter has appeared, the e-poll book must be able to generate a locally-configurable notice containing the name and location of the voter's precinct that may be given to the voter.

- E-poll book must permit a precinct election official to enter information regarding an elector who appears to vote and to verify whether the elector is eligible to vote and whether the elector:
  - already cast a ballot in the election at a polling place;
  - requested an absentee ballot;
  - is in confirmation status that requires a voter to cast a provisional ballot; or
  - has his/her voter registration record marked due to another special circumstance under New Jersey law (e.g., a 17-year –old voter).
- After a voter’s eligibility has been determined, the e-poll book must permit a precinct election official to enter information indicating that the voter has voted in the election, and, when applicable, the ballot type selected by the voter.
- E-poll book must permit a voter to sign the poll book/poll list during an interruption in network connectivity.
- E-poll book must be capable of uploading each signature and its assignment to the voter’s registration record.
- E-poll book must be capable of generating a locally-configurable “authority to vote” notice or transmittal slip that displays or indicates in some way the voter’s party (if relevant), voting jurisdiction(s), and/or districts and/or ballot style.
- E-poll book must be capable of generating a locally-configurable report to be exported at least 3 times per Election Day (i.e., 6:30 a.m., 11:00 a.m., and 4:00 p.m.) that lists all registered voters for that precinct and/or polling location and indicates which registered voters have cast a ballot (including an absent voter’s ballot prior to Election Day) as of the date and time the report is exported.
- After the election, the e-poll book must permit voter history to be quickly and accurately uploaded into the county voter registration system.
- E-poll book must demonstrate that it correctly processes all activity regarding each voter registration record, including the use, alteration, storage, and transmittal of information that is part of the record. Compliance with this must include the mapping of the data lifecycle of the voter registration record as processed by the e-poll book.
- E-poll book and any hardware attached to it must be designed to:
  - limit the risk of injury or damage to any individual or hardware; and
  - prevent fire and electrical hazards.
- Instruction manuals and training materials must be clearly-worded and provide detailed instructions that allow the precinct election officials to setup, use, and shutdown the e-poll book.
- Manufacturer must provide training materials in a format suitable for use in a polling locations, such as a “how to” guide.
- Manufacturer must include instructions for fail-safe data recovery procedures for information stored in the e-poll book.
- E-poll book must require the coordinated action of two precinct election officials to start and close the e-poll book.
- The procedure for setup, use, and shutdown at the polling location must be reasonably simple for precinct election officials to learn, understand, and perform.
- Display and discuss all manuals, including precinct election official instructional manuals.
- E-poll book must enable precinct election officials to verify that the e-poll book:
  - has been setup correctly;
  - is working correctly so as to verify the eligibility of a voter;
  - is recording correctly that a voter has voted; and

- has been correctly shutdown.
- E-poll book delivery includes end user documentation, system-level documentation, and a clear model of the system's architecture.
- Vendor/manufacture must provide detailed information on system consumables and make a declaration of its supply chain.
- Source code and related documents, together with any periodic updates as they become known of available, but not including variable codes created for specific elections or date from the county's voter registration system, must be placed in escrow with an independent escrow agent.
- All repair and maintenance policies will be provided to any county purchasing the e-poll book.
- Vendor/manufacture must provide references, including customer lists, and disclose known anomalies in prior implementations (and their resolution).

## **SELECTION CRITERIA**

The Director of Management and Budget shall designate a committee to review and rank all responses. The selection criteria to be used in awarding a contract for the services described herein, shall include:

- 35 % Proposer's Understanding of the Project**
- 30 % Experience and Qualifications**
- 10 % Contractual Conditions**
- 25 % Cost**

***Proposer's Understanding of the Project:*** Proposals will be evaluated against the questions set forth below:

Has the proposer demonstrated a thorough understanding of the purpose and scope of the project?

How well has the proposer identified pertinent issues and potential problems related to the project?

Has the proposer demonstrated that they understand the deliverables the County expects them to provide?

Has the proposer fully responded to all the questions set forth herein?

Does the proposal depict a logical approach to fulfilling the requirements of the RFP?

***Experience and Qualifications:*** Proposals will be evaluated against the questions set forth below:

Do the proposer have experience on similar projects?

How extensive is the applicable experience of the proposer?

Has the proposer demonstrated experience in completing similar projects?

How successful is the general history of the proposer regarding timely and successful completion of the projects?

Has the proposer provided letters of reference from previous clients?

***Contractual Conditions:*** Proposals will be evaluated against the questions set forth below:

Has the proposer provided a sample Certificate of Insurance evidencing the required types and levels of insurance coverage?

If the proposer requested any modifications to the Specifications, are they reasonable and acceptable to the County?

**Cost:** Once the list of Proposers has been rated on the above scoring system, the cost proposals for the highest scoring vendors will be evaluated. The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set forth below:

$$\frac{(\text{lowest cost proposal}) \times (\text{max points})}{(\text{amount of proposal being rated})} = \text{points awarded}$$

## **PROPOSAL SUBMISSION REQUIREMENTS**

Sealed proposals will be received by the Ocean County Purchasing Department located at:

Ocean County Administration Building  
101 Hooper Avenue  
Room 224  
Toms River, New Jersey 08753

at which time said proposals will be recorded.

All proposals **MUST** be enclosed in two (2) separately sealed envelopes. One envelope shall contain one (1) original and one (1) copy of the **COST PROPOSAL** along with a digital copy in PDF format on a flash drive. The second envelope shall contain one (1) original and three (3) copies of the **TECHNICAL PROPOSAL** along with a digital copy in PDF format on a flash drive. Each envelope should be **properly labeled** with the **name and address of the proposer, the name of the proposal and the date of the opening on the outside of the envelope.**

All proposals should be stapled or clipped in the upper left corner.

All proposals must arrive at the Ocean County Purchasing Department **no later than 4:00PM on August 12, 2021.**

The County will not be responsible for late mail deliveries and no proposals will be accepted if received after the time stipulated in the Request for Proposals.

Proposers shall complete and sign all procedural documents included with the RFP documents (failure to do so **may be** cause for rejection):

- Non-Collusion Certification
- Affirmative Action Statement
- Signature Page
- Statement of Ownership (Chapter 33 of the Laws of 1977)
- Disclosure of Investment Activities in Iran
- Acknowledgement of Receipt of Addenda (if issued)
- Any other documents that may be required within the specifications



Person authorized to do so must sign each proposal in ink or ballpoint pen. **All original forms submitted must be original ink signature**, no photocopies or digital signatures will be accepted.

All documents should be from this proposal and **must not be dated or executed prior to the date of advertising**. Failure to follow these instructions may be cause for rejection.

The County reserves the right to reject any or all proposals in accordance with N.J.S.A. 40A:11-13.2, or to waive any informalities and non-material defects in the proposals and to accept any proposal deemed in the best interest of the County.

**Indemnity Clause** - The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

The contractor shall maintain primary insurance to protect against all claims under Worker's Compensation, Comprehensive General Liability and Automobile. Except for Worker's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary coverage shall be subject to approval for adequacy of protection as per the following limits:

Worker's Compensation

1. Limits according to Worker's compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

Comprehensive General Liability

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

Comprehensive General Liability shall include the following:

1. Coverage for explosion, collapse or underground hazards.
2. Occurrence basis coverage.
3. Broad form property damage coverage.
4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

Liability arising out of the ownership, maintenance or use of any auto;

Auto non-ownership and hired car coverage.

Contractor's Worker's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above. Copies of each insurance certificate shall be furnished to the County with Proposal (when requested).

It is to be understood by the proposer that their proposal is submitted on the basis of specifications prepared by the County and the fact that any proposer is not familiar with these specifications or conditions will not be accepted as an excuse.

Payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

Ocean County Board of Commissioners will make award within sixty (60) days after receipt of proposals.

The County of Ocean is exempt from any State sales tax or Federal excise tax.

“All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.”

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**Certification of Non-Involvement in Prohibited Activities in Iran.** Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the proposer is unable to so certify, the proposer shall provide a detailed and precise description of such activities. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Non-Involvement in Prohibited Activities in Iran.

**Transitional Period** (excluding Professional Contracts) – In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one month, at the County’s request.

**New Jersey Business Registration Requirements.** Pursuant to N.J.S.A. 52:32-44, Ocean County (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a

bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) 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.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, 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, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.



(REVISED 4/10)

**EXHIBIT A**

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or

sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

**AFFIRMATIVE ACTION QUESTIONNAIRE**

**NOTICE TO ALL CONTRACTORS**  
**AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.)**

A. ACTIVITY OF YOUR COMPANY- Indicate below:

- Procurement and/or Service Company
- Professional Consultant
- Other \_\_\_\_\_

All Contractors, except Government Agencies, are required to comply with the above law.

B. TO ALL CONTRACTORS:

1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:
  - (a) An existing federally approved or sanctioned affirmative action program.
  - (b) A New Jersey Certificate of Employee Information Report Approval.
  - (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employees Information Report (Form AA302). This forms will be made available to the Contractor by the County of Ocean.

C. QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

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

Yes \_\_\_\_\_ No \_\_\_\_\_

- (a) If yes, please submit a photocopy of such approval.

2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?

Yes \_\_\_\_\_ No \_\_\_\_\_

- (a) If yes, please submit a photocopy of such certificate.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L.1975, C. 127 (N.J.A.C. 17:27-1 et seq.) and agrees to furnish the required documentation pursuant to the law.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Note: A contract must be rejected as non-responsive if a contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L.1975, C. 127 (N.J.A.C. 17:27-1 et seq.)

## ***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. 12101 et. seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the 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 or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the 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 this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provision 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.



**SIGNATURE PAGE**

The County of Ocean does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The County of Ocean shall allow access to any books, documents, papers and records of the contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

"The County of Ocean considers it to be a substantial conflict of interest for any company desiring to do business with the County to be owned, operated or managed by any County employee, nor shall any County personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the County of Ocean".

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

Partnership

The undersigned is a Corporation under the law of the State

Individual

of \_\_\_\_\_, having principal offices

at \_\_\_\_\_.

\_\_\_\_\_  
NAME OF COMPANY, CORPORATION OR INDIVIDUAL  
- PLEASE PRINT -

**SIGNED BY:** \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME AND OFFICIAL TITLE

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
INCLUDE ZIP CODE

**TELEPHONE:** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

**FEDERAL IDENTIFICATION NO.** \_\_\_\_\_

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all proposal submissions. Failure to submit the required information is cause for automatic rejection of the proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**PART I - Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership             Limited Partnership             Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**PART II**

- The list below contains 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. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

**PART III - Disclosure of 10% or Greater Ownership in the Stockholders, Partners or LLC Members Listed in PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**PART IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the County of Ocean is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County of Ocean to notify the County of Ocean in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the County of Ocean to declare any contract(s) resulting from this certification void and unenforceable.

<b>Full Name (Print):</b>	<b>Title:</b>
<b>Signature:</b>	<b>Date:</b>

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

## PART 1: CERTIFICATION

**PROPOSERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX**  
**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE FORM NON-RESPONSIVE**

Pursuant to N.J.S.A. 52:32-57, et seq (P. L. 2012, c25, and P.L. 2021, c. 4), any person or entity that submits a proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Proposers **must** review this list prior to completing the below certification. If the Director finds a person or entity to be in violation of 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 party.

### **PLEASE CHECK THE APPROPRIATE BOX:**

I certify, Pursuant to N.J.S.A. 52:32-57, et seq (P. L. 2012, c25, and P.L. 2021, c. 4), that neither the proposer listed below nor any of the proposer's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

### **OR**

I am unable to certify as above because the proposer and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the certification below. Failure to provide such will prohibit execution of the contract 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 person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET(S) OF PAPER.**

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 County of Ocean 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 County to notify the County 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 County of Ocean and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name of Proposer: \_\_\_\_\_

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## RFP DOCUMENT CHECKLIST

**RFP Title:** Purchase of Electronic Poll Books, Related Software Licensing and Maintenance Support

**Item Submitted  
(Proposer's  
Initials)**



**A. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS IS  
MANDATORY CAUSE FOR REJECTION OF PROPOSAL.**

<u>X</u>	Statement of Ownership (Chapter 33 of the Laws of 1977)	_____
<u>X</u>	Acknowledgment of Receipt of Addenda or Revisions (if issued)	_____

**B. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS  
MAY BE CAUSE FOR REJECTION OF PROPOSAL.**

<u>X</u>	Non-Collusion Certification	_____
<u>X</u>	Affirmative Action Questionnaire	_____
<u>X</u>	Signature Page	_____
<u>X</u>	Cost Proposal	_____
<u>X</u>	References	_____
<u>X</u>	Certificate of Insurance	_____
<u>X</u>	Copy of State of New Jersey Division of Elections Certification	_____

**C. DOCUMENTS REQUESTED TO BE INCLUDED WITH THE BID**

<u>X</u>	Disclosure of Investment Activities in Iran	_____
<u>X</u>	Copy of Proposer's New Jersey Business Registration Certificate	_____

**PRINT NAME OF PROPOSER:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**PRINT NAME AND TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE  
INDICATED AND RETURNED WITH ALL DOCUMENTS.**

**ADDENDUM ACKNOWLEDGEMENT**

**COUNTY OF OCEAN**

**ADDENDUM NO:** \_\_\_\_\_

**ADDENDUM NO:** \_\_\_\_\_

**ADDENDUM NO:** \_\_\_\_\_

**ACKNOWLEDGMENT**

**PROJECT ENTITLED:** \_\_\_\_\_

Acknowledgment is hereby made of the receipt of Addendum No. \_\_\_\_\_ containing information for the above referenced project.

**PROPOSER:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**NOTE:**

WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE ENCLOSED WITH THE PROPOSAL RESPONSE. FAILURE TO DO SO WILL RESULT IN PROPOSAL REJECTION.