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*Tristin J. Collins, Director, Management & Budget
Jennifer L. Bowens, Purchasing Agent*

*County of Ocean
Administration Building
101 Hooper Avenue
Toms River, NJ 08754*

***REQUEST FOR PROPOSALS
CONSULTING SERVICES FOR AN APPROVED MULTI-JURISDICTIONAL
ALL HAZARDS MITIGATION PLAN FOR OCEAN COUNTY***

***ADVERTISEMENT DATE: June 22, 2023
OPENING: July 13, 2023, 4:00 pm***

REQUEST FOR PROPOSALS

The Ocean County Board of Commissioners is requesting proposals for the services of a firm licensed in the State of New Jersey to provide services for **Consulting Services for an Approved Multi-Jurisdictional All Hazards Mitigation Plan for Ocean County**.

The Request for Proposal (RFP) is available on the [County's OpenGov Electronic Bid Portal \(https://procurement.opengov.com/portal/oceancounty/\)](https://procurement.opengov.com/portal/oceancounty/) or by contacting the Purchasing Department at (732) 929-2101.

All proposals must be received prior to **4:00 pm**, prevailing time on **Thursday, July 13, 2023**.

The County will not be responsible for late submissions and no proposals will be accepted after the time stipulated on this notice.

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

Signed:

JOSEPH H. VICARI, Director

JENNIFER L. BOWENS, Purchasing Agent

INTRODUCTION TO PROPOSERS

Summary

The Ocean County Board of Commissioners is requesting proposals for the services of a firm licensed in the State of New Jersey to provide services for Consulting Services for an Approved Multi-Jurisdictional All Hazards Mitigation Plan for Ocean County.

Contact Information

For further information regarding these specifications, contact

Jennifer Bowens

Purchasing Agent

Email: ocpurchasing@co.ocean.nj.us

Phone: [\(732\) 929-2101](tel:(732)929-2101)

Department:

Sheriff's Office

Timeline

Advertising Date	June 22, 2023
RFP Receipt Date	July 13, 2023, 4:00pm Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

INSTRUCTIONS TO PROPOSERS

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 firms capable of providing Federal Emergency Management Agency (FEMA) approved “Multi-Jurisdictional All Hazards Mitigation Plan” for a one year contract term.

The successful vendor(s) must have a minimum of one previously FEMA or New Jersey approved Multi-Jurisdictional All Hazards Mitigation Plan or proof of significant participation in two (2) plans.

This contract is to furnish and deliver Consulting services required to update the existing Multi-Jurisdictional All Hazards Mitigation Plan for Ocean County, New Jersey. The contract to update the All Hazards Mitigation Plan is being performed through a grant from FEMA. This plan will be prepared in accordance with the requirements of the Disaster Mitigation Act of 2000 (DMA 2000) and it’s implementing regulations: 44 CFR Part 201. Pursuant to 44 CFR Part 201.6 (Local Mitigation Plans); the municipalities of Ocean County are required to update and implement local hazards mitigation plans in order to obtain future mitigation grant monies from (FEMA) under the Hazard Mitigation Grant Program (HMGP). The plan should also allow the participating municipalities and Ocean County, as appropriate, to be eligible to receive funding under the Pre-disaster Mitigation (PDM) Program-Competitive, the Flood Mitigation Assistance (FMA) Program, the Severe Repetitive Loss (SRL) Program and the Repetitive Flood Claims (RFC). To simplify the process, it is anticipated that the 33 municipalities of Ocean County will agree to update the existing multi-jurisdictional plan to incorporate the hazard concerns of all of the County’s municipalities into one document.

METHOD OF SUBMISSION

The County of Ocean is accepting **only electronic proposals** for this RFP. Submitting your proposal manually is cause for rejection.

You may only provide one (1) final submission which includes one (1) cost proposal and one (1) technical proposal. ***DO NOT*** submit a hard copy of your electronic submission.

NOTE: In order to access any DocuSign forms in this solicitation, you must first click "Draft Response".

Instructions on how to access the forms through DocuSign are available in the Attachments. Please note that in order to view the forms as a .pdf document, you must access DocuSign first. Once you access DocuSign, the option to download, save, print and complete the forms becomes available

IMPORTANT INSTRUCTIONS FOR ELECTRONIC SUBMITTAL

The County is accepting electronic bid submissions with Open Gov by following these instructions:

Sign up for a FREE account at <https://procurement.opengov.com/portal/oceancounty>

Once you have completed account registration, browse back to this page: [County's OpenGov Electronic Bid Portal \(https://procurement.opengov.com/portal/oceancounty/\)](https://procurement.opengov.com/portal/oceancounty/)

Click on the bid of interest, then click "Draft Response".

Follow the instructions to submit the electronic bid.

It is important to note that this process should be completed well in advance of the bid deadline / bid opening. **DO NOT WAIT UNTIL THE LAST MINUTE.** The County's electronic submission system will not allow electronic bids to be submitted once the deadline has passed, even if you've already started the process. The deadline is based on the countdown timer found on the ProcureNow bid submission page.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY

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)

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.**

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.

EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Proposer's Understanding of the Project Has the proposer demonstrated a thorough understanding of the purpose and scope of the project?</p> <p>How well has the proposer identified pertinent issues and potential problems related to the project?</p> <p>Has the proposer demonstrated that they understand the deliverables the County expects them to provide?</p> <p>Has the proposer fully responded to all the questions set forth herein?</p> <p>Does the proposal depict a logical approach to fulfilling the requirements of the RFP?</p>	Points Based	35 <i>(35% of Total)</i>
2.	<p>Experience and Qualifications Do the individuals assigned to the project have experience on similar projects?</p> <p>Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in work this project requires?</p> <p>How extensive is the applicable education and experience of the personnel designated to work on the project?</p> <p>Has the proposer demonstrated experience in completing similar projects?</p> <p>How successful is the general history of the proposer regarding timely and successful completion of the projects?</p> <p>Has the proposer provided letters of reference from previous clients?</p>	Points Based	30 <i>(30% of Total)</i>
3.	<p>Contractual Conditions Has the proposer provided a sample Certificate of Insurance evidencing the required types and levels of insurance coverage?</p> <p>If the proposer requested and modifications to the Specifications, are they reasonable and acceptable to the County?</p>	Points Based	15 <i>(15% of Total)</i>

<p>4.</p>	<p>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:</p> <p><u>(lowest cost proposal) x (max points) = points awarded</u> (amount of proposal being rated)</p>	<p>Reward Low Cost</p>	<p>20 <i>(20% of Total)</i></p>
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SCOPE OF WORK

SCOPE OF WORK

Please refer to the PDF under "Attachments - Project Documents" to view the downloadable RFP document and Scope of Work.

VENDOR QUESTIONNAIRE

DOCUMENTS TO BE EXECUTED*

Documents include:

- Signature Page
- Non Collusion Certification
- Affirmative Action Questionnaire
- **Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)**
- Prohibited Russia-Belarus Activities & Iran Investment Activities

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

All documents should be from this proposal package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising.

NOTE: For detailed instructions on how to complete the forms via DocuSign, please access the "Instructions for Completing Forms in DocuSign" document available in the Attachments.

Please note: The County's preferred method of submission is DocuSign.

[Click here to go to the form](#)

*Response required

Certificate of Employee Information Report

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 Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.**

QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

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

If yes, please upload a photocopy of such approval.

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

If yes, please upload a photocopy of such certificate.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

Copy of New Jersey Business Registration Certificate

A Valid BRC is required Prior to Award of Contract. Please upload your company's BRC.

Use the following link to check the status of your company's BRC:

https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp

NOTE: a BRC is not required at the time of submission, only prior to award of the contract.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

Mandatory Equal Employment Opportunity Statement*

Does the PROPOSER comply with the [#Mandatory Equal Employment Opportunity Statement?](#)

Yes

No

*Response required

Americans with Disabilities Act Provisions*

Does the PROPOSER comply with the [#Americans with Disabilities Act Provisions?](#)

Yes

No

*Response required

TECHNICAL PROPOSAL *

Please upload your technical proposal for Consulting Services for an Approved Multi-Jurisdictional All Hazards Mitigation Plan for Ocean County.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

*Response required

REFERENCES

Please upload your references for Consulting Services for an Approved Multi-Jurisdictional All Hazards Mitigation Plan for Ocean County.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

CERTIFICATE OF INSURANCE*

Please download the below documents, complete, and upload.

- [RFP- Consulting Services- M...](#)

*Response required

COST PROPOSAL*

Please download the below documents, complete, and upload.

- [RFP- Consulting Services- M...](#)

*Response required

OTHER APPROVED PLANS WITHIN NEW JERSEY

Please use this space to provide documentation of other approved plans with the State of New Jersey.

ADDITIONAL VENDOR DOCUMENTATION

Please use this area to include additional paperwork you wish to be considered as part of this RFP.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

PROPOSAL SUBMISSION ACKNOWLEDGMENT*

The County of Ocean is accepting only electronic proposals for this RFQ. Submitting your proposal manually is cause for rejection. You may only submit one (1) proposal. DO NOT submit a hard copy of your proposal. Please confirm that you understand that the method of submission for Labor Consultant Services is electronic ONLY and that submitting a proposal manually is automatic cause for rejection.

Please confirm

*Response required

SUBMISSION OF PROPOSAL FORMS*

Proposers shall complete all documents and acknowledge all terms included with this package. All documents should be from this proposal package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

Please confirm

*Response required

1. 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 firms capable of providing Federal Emergency Management Agency (FEMA) approved “Multi-Jurisdictional All Hazards Mitigation Plan” for a one year contract term.

The successful vendor(s) must have a minimum of one previously FEMA or New Jersey approved Multi-Jurisdictional All Hazards Mitigation Plan or proof of significant participation in two (2) plans.

This contract is to furnish and deliver Consulting services required to update the existing Multi-Jurisdictional All Hazards Mitigation Plan for Ocean County, New Jersey. The contract to update the All Hazards Mitigation Plan is being performed through a grant from FEMA. This plan will be prepared in accordance with the requirements of the Disaster Mitigation Act of 2000 (DMA 2000) and it’s implementing regulations: 44 CFR Part 201. Pursuant to 44 CFR Part 201.6 (Local Mitigation Plans); the municipalities of Ocean County are required to update and implement local hazards mitigation plans in order to obtain future mitigation grant monies from (FEMA) under the Hazard Mitigation Grant Program (HMGP). The plan should also allow the participating municipalities and Ocean County, as appropriate, to be eligible to receive funding under the Pre-disaster Mitigation (PDM) Program-Competitive, the Flood Mitigation Assistance (FMA) Program, the Severe Repetitive Loss (SRL) Program and the Repetitive Flood Claims (RFC). To simplify the process, it is anticipated that the 33 municipalities of Ocean County will agree to update the existing multi-jurisdictional plan to incorporate the hazard concerns of all of the County’s municipalities into one document.

2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this Request for Proposal (RFP). Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Ocean, hereinafter referred to as owner(s) or county, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

2.1 Schedule

A schedule has been established for respondent proposals, proposal review, consultant selection and project initiation. The projected dates established for the procurement are:

Release of RFP	June 22, 2023
Proposal Due Date	July 13, 2023
Evaluation Completed	August 4, 2023
Recommendation of Award to CSRC	August 15, 2023
Governing Body Action	September 6, 2023
Contract Execution and Project Initiation	September 22, 2023

Complete Risk Assessment	March 1, 2024
Develop Mitigation Strategy	July 12, 2024
Draft Plan Completed	September 13, 2024
Review of Draft Plan	November 15, 2024
Revision of Draft Plan	January 17, 2025
Submission of final draft to NJOEM	March 3, 2025
Submission of Final Plan to FEMA	May 16, 2025
Adoption of Final Plan	July 14, 2025

Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the Respondents (Consultants) prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

Any contract entered into between the consultant and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The consultant must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.11 Commencement of Work

The consultant agrees to commence work after the date of award by the owner and upon notice from the using department via an Ocean County Purchase Order.

Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

1. Deliverables not complying with the project specification;
2. Claims filed or responsible evidence indicating probability of filing claims;
3. A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

Invoices should coincide with quarterly reports that are due to FEMA and a schedule will be worked out between the consultant and the County. Final payment for this contract will be made following approval of the plan by FEMA.

Ownership of Material

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the consultant for the purpose of assisting the consultant in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the consultant or permitted by the consultant to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The consultant shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner is required to be supplied on a thumb drive compatible with the owner's computer operating system, windows based, Microsoft Office Word 2021 and the most current version of Adobe PDF.

Owner's Rights

The Owner has the right to view and or receive copies of all data, reports, computerized information, and material related to this project at all times during the active contract by way of reasonable request and received within a reasonable time frame.

Scope of Work

The Consultant will update a FEMA approved Multi-Jurisdictional All Hazards Mitigation Plan. All work performed shall conform to the requirements of 44 CFR Part 201.6 - Local Mitigation Plans and FEMA's Local Mitigation Planning Policy Guide, Effective April 19, 2023

COUNTY OVERVIEW:

- A. Ocean County is a suburban and rural county in south central New Jersey. The County's 638 square miles of land and 280 square miles of water are divided into 33 municipalities.
- B. Ocean County is bordered on the east by the Atlantic Ocean (45 miles of coastline), on the north by Monmouth County, on the west by Burlington County, and on the south by Burlington and Atlantic Counties.
- C. The County is relatively low with the highest point being 230 feet above sea level. In addition to the 45 miles of coastline, the county has 198 miles of bay frontage, which are used mostly by pleasure boats with some commercial fishing operations. The County also has 225 bridges and culverts.
- D. As per the 2022 Estimated Census, Ocean County has a population of 655,735 year round residents. There are 295,648 housing units with a population density of 1014 per square mile; with majority of the population residing east of the Garden State Parkway.
- E. Ocean County is the home to 753 Metric Tons of Nuclear Waste at the Oyster Creek Nuclear Generating Station in Lacey Township.
- F. Lakewood Township is home to the largest Orthodox Rabbinical College in the United States and is the fastest growing community in Ocean County. The United States Department of Homeland Security and the New Jersey Office of Homeland Security and Preparedness have identified Lakewood as a high level religious terrorist target.
- G. Primary Transportation Routes are:
 1. Rail:
NJT North Jersey Coast Line (passenger & freight)
 2. Air:
Miller Air Park (Berkeley Twp)
Eagles Nest Airport (West Creek)
Lakewood Twp Airport
Joint Base McGuire-Fort Dix-Lakehurst
Metropolitan New York Airports (Newark, Laguardia, JFK)
Atlantic City International Airport
Philadelphia International Airport
 3. Highways
Garden State Parkway
Interstate 195, US Route 9
New Jersey State Highways:
Rt. 35, Rt. 37, Rt. 70, Rt. 72, Rt. 88

4. Waterways
 - Coastal shipping channels
 - Barnegat Bay
 - Manahawkin Bay
 - Inter-coastal Waterway
 - Point Pleasant Canal
 - Manasquan Inlet
 - Barnegat Inlet
 - Holgate Inlet
 - Toms River

F. The Ocean County form of Government is a five-member Board of Commissioners, elected at large.

3.1. Planning Process

The Ocean County Multi-Jurisdictional All-Hazards Mitigation Plan involves all thirty three municipalities in the county. The qualified consultant, with input from county and municipal officials, will update the current Multi-Jurisdictional All Hazards Mitigation Plan. The completed plan must meet all the requirements and be approved by the Federal Emergency Management Agency (FEMA), as well as the New Jersey Office of Emergency Management (NJOEM).

Through the identification of plan goals and objectives, discussion and community input at public meetings regarding all hazards to be mitigated, all data collected will be compiled into a plan to be prepared by the consultant. This process will involve county staff and elected officials, municipal elected officials, their staff and OEM Coordinators, NJOEM staff, the Barnegat Bay Partnership, Jacques Cousteau National Estuarine Research Reserve and the public. This will be accomplished by holding meetings with everyone involved in the process, as well as workshops, research, and document review. Monthly progress meetings will be held throughout the project time frame. A total of no less than eight (8) progress meetings and one kick off meeting are expected.

Ocean County as the grant recipient; members of their staff, including emergency management professionals and county engineers will be responsible for overseeing the entire project and assuring the consultant accomplishes the tasks outlined within the scope of work and contract for professional service. The consultant will be responsible for meeting with each municipality, collecting hazard data, compiling the draft report, and presenting the draft report to the government officials and public. Per FEMA requirements, four (4) public meetings (at two different locations within Ocean County) will be held to obtain input for the plan and to present the draft plan. The consultant shall organize, advertise and facilitate the four (4) public meetings, at locations approved by Ocean County Office of Emergency Management.

Significant outreach will be made to each municipality to collect information specific to the municipality's characteristics regarding hazard and vulnerability analysis; previous disasters; along with geographic, demographic and economic data. The consultant is expected to interview (either in-person, by telephone and/or with written questionnaires) personnel from each municipality within Ocean County. This process will need to be fully documented and described per FEMA requirements.

3.2. Risk Assessment

The selected consultant will undertake the risk assessment activity based on readily available data. The risk assessment process undertaken will have four phases, which will allow Ocean County and its

municipalities to identify and prioritize appropriate mitigation actions. Risk assessment will include the participation of county and local officials and the public.

Phase 1 will involve the collection of data to identify hazards that may impact the planning area. The consultant will contact each municipality and collect this data through interviews or review of other printed and web based resources. Other printed resources are to include but not be limited to the Super Storm Sandy Post-Flood Reports; including, but not limited to, FEMA’s “Mitigation Assessment Team Report” P-942 (November 2013 or most current), Ocean County Traffic Incident Management Diversion Plan, Ocean County’s most current Master Plan, Ocean County’s most current Open Space Plan, Rutgers University Center for Remote Sensing and Spatial Analysis (RUCRSSA) Barnegat Bay Partnership Strategic Plan, 2023 Regional Compatible Use Study for Joint Base McGuire-Dix-Lakehurst and the 2021 State of the Bay Report. The aforementioned documents will be provided to the consultant.

Ocean County Planning Department will provide the consultant with the following GIS data sets:

1. **Polygons** – 2022/2023 parcels (in Geodatabase and Shapefile formats). Each municipal MODIV data from 2022/2023 is joined to its municipal shapefile. Additionally, each municipal MODIV data is in a relationship with its parcel in each municipal geodatabase. Accordingly, municipal zoning codes exist in the MODIV data. – Natural Lands Trust Fund (NLTF) properties, Farmland Preservation Properties (FPP), County Parks, Sewer Service Area.
2. **Points** – Airports, schools, hospitals, police stations.
3. **Lines** – Barnegat Branch Trail (BBT)

The following data stewards maintain through a clearinghouse the most up-to-date GIS datasets listed under the data steward’s name:

New Jersey Office of GIS – <https://newjersey.maps.arcgis.com>

NJ Dept. of Environmental Protection – <https://nj.gov/dep/gis/>

Ocean County Engineering Office – 732-929-2130 – Bridges

Ocean County Building & Grounds Dept. - 732-929-2039 – Buildings

Ocean County Health Dept. 732-341-9700 – Data on underground storage tanks

Ocean County Mosquito Comm. 609-698-8271 – Data related to mosquito habitat

Phase 2 will involve a profile of the relevant hazards to understand their potential consequences. The primary hazards in Ocean County are flooding and wildfires; although all hazards (natural and man-made) will be profiled in the plan preparation. The assessment must include information on previous occurrences of hazard events and comment on the probability of future hazard events (e.g. impacts of sea level rise, global warming, etc.).

Phase 3 will identify assets that are subject to loss or damage, including physical structures, critical infrastructures and populous. The overall goal of the plan is to reduce the human and financial losses that can occur when mitigation activities are not undertaken in known hazard areas. This will involve closely working with the county’s Geographic Information Systems (GIS) personnel and other (RUCRSSA) to utilize data and mapping systems already available.

Phase 4 will estimate the potential losses that can result from occurrences of each type of hazard. The HAZUS program will be considered for use.

3.3. Hazard Identification and Profiling

The consultant will obtain information and data on the hazards to which Ocean County is susceptible. This will include a description of what data is already available in addition to how this data will be augmented as part of the planning activity proposed. The hazard analysis will describe the sources used to identify hazards, noting any data limitations, and provide an explanation for eliminating any hazards from consideration. Hazards analyzed will include but may not be limited to: drought, extreme cold, extreme heat, wildfire (forest and range), flood/flash flood, (including dam breaks), sea level rise and subsidence, global warming, land shift resulting from earthquake, earth slide, erosion, subsidence, sinkholes/karst geology or other physical disturbance, snow/ice/hail, dust/sand storms, windstorms, tornadoes, tsunamis and the potential of a release at the Oyster Creek Nuclear Generating Station.

In addition to the written information presented here, the consultant will also present data in map-format, working closely with Ocean County's GIS staff. The county's GIS staff already has established working partnerships with many of our municipalities for data collection and sharing.

Because this plan is multi-jurisdictional, the consultant will identify hazards that affect the entire county as well as those that are specific to a particular municipality. Only after the risk assessment is completed will county and local officials, as well as the public, make any final decisions regarding treatment of those hazards.

3.4. Vulnerability Assessment

The consultant will identify the types and numbers of structures, functions, and populations that are subject to losses or damage by the identified hazards through the use of data previously collected and other data sets and discussions with local officials and the public.

The determination of vulnerability of structures and the calculation will be determined by the selected consultant. The consultant will identify the process for calculating the vulnerability of structures.

All vulnerability information will be presented in report format and will be integrated with GIS databases. This will easily allow the information to be shown for the county as a whole as well as for each municipality.

The plan must include an overall summary of each hazard and its impact on the jurisdiction and communities effected. Vulnerability should be described in terms of:

- a. Types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas.
- b. The assessment should include an inventory of existing and proposed structures within the jurisdictions and communities and/or an estimate of those located with identified boundaries.
- c. The assessment should include critical facilities such as shelters, hospitals, and infrastructure such as power generation facilities, water & sewage utilities, roadways, railroads, and communication systems.

The vulnerability assessment will describe vulnerability in terms of an estimate of the potential dollars losses to susceptible structures identified. The assessment will include a description of the methodology used to prepare the estimate of losses for the identified vulnerable assets, and an estimate for each hazard.

The vulnerability assessment will also describe vulnerability in terms of providing a general description of land and development trends within the community so that mitigation options can be considered in future land use decisions.

3.5. Hazard Mitigation Strategy

The hazard mitigation strategy will provide the county's blueprint for reducing the potential losses identified in the risk assessment. The strategy will be developed by the consultant with significant local input. This blueprint plan will require public review, discussion, and approval.

The strategy will include the development of goals and objectives that focus on reducing the risks from the identified natural hazards. It will also include the process by which a comprehensive range of mitigation actions will be identified, analyzed, prioritized, and implemented.

Consensus on goals and objectives will be reached by a process determined by the consultant and Planning Team; they will require public discussion. Each municipality will have a local mitigation strategy specific to its exposure as described in the risk assessment.

Using the risk assessment, public comment, input from local government officials and other individuals and organizations previously identified, the Consultant will develop a mitigation strategy for the jurisdictions included in the plan. This will require a team planning effort and will require extensive coordination with a number of federal, state, county and local government officials as well as private entities that have a stake in the Multi-Jurisdictional All Hazards Mitigation Planning Project.

Developing the mitigation strategy includes but may not be limited to the following tasks:

- Provide a blueprint for reducing the potential losses identified in the risk assessment.
- Identify local hazard mitigation goals.
- Identify and analyze a comprehensive range of specific mitigation actions that lists potential loss reduction activities identified in the planning process.
- The mitigation strategy must include an action plan, developed by each jurisdiction that describes how the actions identified will be prioritized, implemented and administered by the local jurisdiction. This will include a cost-benefit analysis with a focus on how effective the actions are expected to be with respect to their cost.
- The plan will contain a section that links the proposed mitigation actions to the applicable jurisdiction.
- Recommendations on the implementation of communications tools to keep local jurisdictions and the public informed in the event of an emergency; e.g. website upgrades, social networking etc. and plan updates.
- Each jurisdiction will have a separate appendix of proposed mitigation projects, ranked by importance.

3.6. Writing the Plan Document

The Plan document will be written by the selected consultant with input from the Planning Team along with county and municipal officials. It is anticipated the risk assessment phase will take up to seven months, the development of the mitigation strategy two months, and a first draft of the all-hazards mitigation plan can be prepared one year into the project schedule.

The remaining eight months of the project schedule are reserved for public review of the plan, an update of the plan into a final draft, approval and adoption by all the county and municipal

government partners, and review by the NJOEM and FEMA officials. See Section 2.1 of the RFP for the project schedule.

The planning process will require the Consultant to develop, utilize and document activities that include a detailed hazard analysis, a description of how the plan was prepared, who was involved in the process and how the public was involved. The documentation will include but is not limited to the following components:

- Public comment on the plan during the drafting stage and prior to the plan approval. Additionally, the consultant will maintain a website available for public and governmental agency comment, throughout the project.
- Involvement in the planning process will include but not be limit to: contact and coordination with federal, county and local officials, first responders representing law enforcement, fire protection agencies, medical service organizations, public works and other disaster and emergency services organizations, representatives from business and industry, non-profit organizations, agencies with regulatory functions authority, academia and Barnegat Bay Partnership and Jacques Cousteau National Estuarine Research Reserve and other private interests.
- A review and incorporation of appropriate existing plans, studies, reports and technical information into the plan.
- Close coordination and input from local Offices of Emergency Management (OEM) coordinators and other local government officials. Other local government officials should include elected officials, emergency managers, department of public works directors and municipal engineers.

Because this is a multi-jurisdictional risk assessment, the plan can present information for the general planning area as a whole. However, where hazards and associated losses occur in only part of the planning area, this information must be attributed to the particular jurisdiction of occurrence. Also, where unique construction characteristics occur, the plan should also indicate same so that appropriate mitigation measures are considered.

3.7. Plan Adoption and Approval

The Multi-Jurisdictional All Hazard Mitigation Plan will be prepared by the consultant with input from the planning team, county and local officials, not to mention significant opportunity for public review. The plan shall include documentation from local government officials that the plan has been formally adopted by the governing jurisdictions involved. Each jurisdiction participating in the planning process must formally adopt the plan or indicate in writing that it declines to be included in the Multi-Jurisdictional All Hazard Mitigation Plan. The consultant will ensure that each jurisdiction participating in the planning process formally adopts the plan or indicates in writing that it declines to be included in the Multi-Jurisdictional All Hazard Mitigation Plan. The consultant will also assist the County in submitting the plan to NJOEM for review and recommendations. The consultant shall make any necessary changes as per NJOEM comments. The plan will be formally adopted by the county and all participating municipalities before consultant submits to FEMA for final approval.

3.8 Plan Maintenance

The consultant shall describe the plan maintenance process showing the method and schedule of monitoring, evaluating and updating the plan within a five year cycle and how to continue public participation in the plan. The description of the plan maintenance process shall include:

- A section describing the method and schedule of monitoring, evaluating and updating the mitigation plan within a five-year cycle.
- A process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.
- Discussion on how the communities will continue public participation in the plan maintenance process.

3.9 Plan Reproduction

The consultant shall provide both electronic and printed versions of both the draft and the approved plan for distribution. The complete electronic version shall be provided in PDF and Microsoft Word formats. Three (3) complete copies of the draft and final plan will also be provided in paper format in three ring binders. In addition, the consultant shall provide one camera ready draft and final plan for reproduction and distribution by Ocean County.

3.10 Work Schedule

The work schedule has been estimated at 18 months. Some tasks, such as data collection, may not take as long as projected here and will allow flexibility if other tasks take longer than estimated.

Other required tasks will include:

1. Prior to beginning the planning process, the consultant will meet with the steering committee to refine the work plan and review the planning team.
2. The consultant is responsible for furnishing Ocean County with quarterly progress reports at the end of each quarter; January-March (Due April 18th), April-June (Due July 8th), July-September (Due October 8th) and October-December (Due January 8th). All reports must include progress made during the period and total progress since project inception. The report should be sent to the Senior Fiscal Analyst of the Ocean County Sheriff's Office and the Project Manager.

4. Proposal Requirements

4.1 Qualification Statement

Consultant will provide documentation that consultant has completed at least One (1) previously FEMA and or NJOEM approved plan or proof of significant participation in two plans. A statement is to be provided by the respondent who will serve as the primary consultant. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided along with the following information:

1. Name of government agency or comparable private entity.
2. Contact person's name, position, and current telephone number.
3. Dates, cost and scope of service.
4. Status and comments

4.2 Key Personnel Information

The respondent shall provide the identity and the credentials of the principals and other key personnel working for the consultant and their areas of responsibilities.

4.3 Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this contract.

SELECTION CRITERIA

The Sheriff shall designate a committee to review and rank all response. 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
15%	Contractual Conditions
20%	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 individuals assigned to the project have experience on similar projects?

Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in work this project requires?

How extensive is the applicable education and experience of the personnel designated to work on the project?

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 and 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

All responses to the Request for Proposal (“RFP”):

1. Must be submitted electronically and must be received prior to 4:00pm, prevailing time on the date on which they are to be unsealed.
2. The County will not be responsible for late submissions and no responses to this RFP will be accepted by the County if received after the time stipulated above.

AWARD

The County of Ocean shall award a contract to the vendor or vendors that best meet the needs and interests of Ocean County. The County reserves the right to negotiate the terms and conditions of a contract with the successful vendor or vendors to obtain the most cost advantageous services for the County.

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.

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.

INDEMNITY CLAUSE

The proposer, 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.

INSURANCE REQUIREMENTS

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, if applicable, 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:

- a. Liability arising out of the ownership, maintenance or use of any auto;
- b. Auto non-ownership and hired car coverage.
- c. 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).

ADDITIONAL INFORMATION

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.”

PAY TO PLAY REQUIREMENTS

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.

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.

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

Pursuant to N.J.S.A. 52:32-60.1, the “person or entity” (as defined in N.J.S.A. 52:32-60.1, et seq) seeking to enter into or renew a contract for the provision of goods or services or the purchase of bonds or other obligations shall certify that it is not “engaging in prohibited activities in Russia or Belarus” (as such term is defined in as defined in N.J.S.A. 52:32-60.1, et seq. If the person or entity is unable to certify, the person or entity shall provide a detailed and precise description of such activities. The N.J.S.A. 52:32-60.1 certification form must be completed prior to contract award and is provided in the specification documents (DocuSign).

Vendors may view the Precluded Entities List Here:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

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 CERTIFICATE

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.

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.

COMPLETION OF DOCUMENTS

Proposer's shall complete all documents and acknowledge all terms included with this proposal package. All documents should be from this proposal package and must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

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)

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.**

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.

COST PROPOSAL

Description	Quantity	Total Cost
Develop an approved Multi-Jurisdictional All Hazards Mitigation Plan for Ocean County	1	<u>\$Click or tap here to enter text.</u>