



*Barbara Jo Crea, Director
Gary Quinn, Deputy Director
Virginia E. Haines, Commissioner
John P. Kelly, Commissioner
Frank Sadeghi, Commissioner*

*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
INCLUSIVE RECREATION NO. II***

***ADVERTISEMENT DATE: September 5, 2024
OPENING: September 26, 2024, 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 **Inclusive Recreation No. II**.

All proposals must be received prior to **4:00 pm**, prevailing time on **Thursday, September 26, 2024**.

Proposals will be received electronically via the County's Online Procurement Portal. Specifications are available on the Procurement Portal or for viewing only, in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

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:

BARBARA JO CREA, 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 Inclusive Recreation No. II.

Contact Information

For further information regarding these specifications, contact

Jennifer Bowens

Purchasing Agent

Email: jbowens@co.ocean.nj.us

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

Department:

Human Services

Timeline

Advertising Date	September 5, 2024
RFP Receipt Date	September 26, 2024, 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 organizations capable of providing Inclusive Recreation for a thirteen (13) month contract term.

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 OpenGov 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</p> <ul style="list-style-type: none"> ● <i>Proposals must receive an average score of at least 37% (of maximum 50%) on the technical criteria (Proposer's Understanding of the Project, Experience and Qualifications, and Contractual Conditions) in order to be considered for funding.</i> ● Has the proposer demonstrated a thorough understanding of the purpose and scope of the project? ● 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 and present a viable implementation plan? 	Points Based	30 <i>(30% of Total)</i>
2.	<p>Experience and Qualifications</p> <ul style="list-style-type: none"> ● 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 agency already achieved Americans with Disabilities Act compliance for programs and facilities impacted by enhancements funded through this opportunity? 	Points Based	10 <i>(10% of Total)</i>
3.	<p>Contractual Conditions</p> <ul style="list-style-type: none"> ● Has the proposer demonstrated that they understand the deliverables the County expects them to provide? ● 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? 	Points Based	10 <i>(10% of Total)</i>

<p>4.</p>	<p>Cost Once the list of Proposers has been rated on the above scoring system, the cost proposals from the vendors with at least an average score of 37% (out of 50%) will be evaluated. Cost proposals will be evaluated on a points-basis against the questions set forth below:</p> <ul style="list-style-type: none"> ● How does the cost compare to other similarly scored proposals? ● Is the price and its component charges, fees, etc. adequately explained or documented? ● Ability to leverage resources with other partners in innovative service approaches will be considered. 	<p>Reward Low Cost</p>	<p>50 <i>(50% 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

OpenGov Vendor Account Verification*

I have verified that I am logged into OpenGov using an **account name** that corresponds to the **Tax ID number** and **Business Name** used throughout all documentation in this solicitation. I further understand that should my company be awarded a contract with Ocean County, the company information listed on the **Signature Page** document will be used to generate all contract documents.

Please confirm

*Response required

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)**
- Disclosure of Investment Activities in Iran
- Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

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

TECHNICAL PROPOSAL / PROJECT DESCRIPTION*

Please upload your technical proposal / project description for Inclusive Recreation No. II.

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

COST PROPOSAL*

Please upload your computed budget proposal and narrative for Inclusive Recreation No. II.

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

ADA PLAN AND GRIEVANCE POLICY

Please upload your ADA Plan and Grievance Policy for Inclusive Recreation No. II.

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

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

Images (jpg, png, bmp, tif)

ORGANIZATIONAL CHART

Please upload your Organizational Chart for Inclusive Recreation No. II.

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

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

Images (jpg, png, bmp, tif)

CERTIFIED AUDIT OR FINANCIAL STATEMENT

Please upload your Certified Audit or Financial Statement for Inclusive Recreation No. II.

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 upload your Certificate of Insurance for Inclusive Recreation No. II.

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 OR a Copy of IRS letter granting tax exempt status under Sec. 501(c)3 is required Prior to Award of Contract. Please upload your company's BRC or copy of IRS letter granting tax exempt status under Sec. 501(c)3.

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)

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)

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

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 RFP. 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 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

SCOPE OF WORK

The County of Ocean seeks applications to implement or expand Inclusive Recreation opportunities for individuals with disabilities through the one-time purchase and installation of durable materials, supplies, and equipment. Applications should be designed to increase universal accessibility and recreation and, in turn, inclusion for all residents of Ocean County regardless of disability. Agencies applying must have already achieved Americans with Disabilities Act compliance for programs and facilities impacted by enhancements funded through this opportunity. Inclusive Recreation “opportunities” refers to equipment, or facility upgrades, that will support programs that afford citizens with disabilities appropriate accommodations to participate in recreation activities, use facilities, and enjoy community leisure activities alongside citizens of all abilities. Full inclusion means that people with and without disabilities are equally engaged in the same activity simultaneously with similar or equal success. Projects may be specialized for the disability community, integrated, unified, or inclusive.

Recreation is defined as active or passive, and can include but is not limited to organized sports or athletic programs, the arts, playground areas, fitness and exercise, community centers, therapeutic recreation, and other indoor or outdoor activities.

Applications to address structural modifications or issues of ADA compliance in covered spaces, direct service delivery, or general program operations will not be considered.

For illustrative purposes only, examples of items that fall within the requested scope of work include but are not limited to:

- Picture communication board in an existing park or playground area
- Wheelchair accessible swing
- Hand-cycles
- Portable and removable roll out mats for pools and beaches
- Bowling ramp
- Specialized equipment for individuals with mobility impairments to canoe or sail
- Quiet spaces for individuals with sensory needs within existing playgrounds or parks
- Anti-Cast Roller for Equine-assisted activities
- Funhoops
- Auditory Targeting Devices
- Aquatic Wheelchairs and Floatation Devices
- Adaptive technology that will support existing ADA compliant programming and facilities
- Adaptive art supplies

Applicants shall demonstrate how the procurement of equipment/proposed improvement shall impact the overall health and wellness of individuals with disabilities, increase social engagement, and increase individuals’ ability to participate independently in recreational activities within integrated settings among residents of all abilities. The proposed project must provide a tangible and measurable public benefit to the disability community of Ocean County.

Applicants will clearly define the target population(s) to be served by each unit/item purchased and/or installed. Items may be selected to increase inclusive recreational opportunities for children, young adults, seniors, and/or adults. Items may be selected to benefit individuals who experience any functional disabilities (i.e. acquired difficulty in performing basic everyday tasks or more complex tasks needed for independent living) or for individuals with a specific disability.

Applicants will demonstrate sustainability of the project. Additional funding is not anticipated. This is a one-time award.

Applicants will develop a strategic marketing plan to inform individuals with disabilities and their caregivers of the availability of the equipment and recreational opportunity.

Standards of Operation and Policies

The quality of services delivered through this solicitation should be consistent with the standards and policies of the County of Ocean and shall follow or exceed the following standards:

- All efforts shall be designed to achieve the client's best interest and/or maintain the client's dignity and maximum level of functioning.
- The provider shall have offices and/or outreach sites which are convenient and accessible to all populations in the community.
- A mechanism shall be in place to enable providers to work cooperatively with other relevant agencies.
- The provider agency shall prepare, maintain and provide records, reports, and perform other administrative responsibilities as required by the County of Ocean, pursuant to 2 CFR 200.332(a)(3) and any other relevant federal regulations.
- The provider agency shall be required to comply with relevant federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, age, or familial status.
- Participants of this service shall be informed of the grievance policy, and provided a copy of any grievance policy, should they be denied service or dissatisfied with the service. This policy shall be submitted with the agency's application for this solicitation.
- All providers shall have a continuity of operations plan established and available to submit with their application for this solicitation.

Eligible Applicants

Organizations that are eligible to apply for this funding opportunity include 501(c)3 non-profit organizations located in and serving Ocean County. Governmental entities are eligible to apply. Public and private schools are excluded from applying.

Preference will be given to applications that are easily accessible to residents throughout the county. Consortium applications from two or more agencies that choose to request funds jointly for a common objective via affiliation or shared services agreement are encouraged.

Location

Project sites must be located within Ocean County.

Term

The County of Ocean is seeking proposals for a Thirteen (13) month contract term of December 1, 2024 through December 31, 2025.

Funding Availability

A total amount of \$1,195,797.00 is anticipated, contingent upon the availability of funds. At this time, this is a one-time funding opportunity. Additional funding is not anticipated.

Funds should be applied towards capital items; durable materials, supplies, or equipment; and installation of same. Funds may not be used for operational expenses such as general and administrative costs, salaries and wages, fringe benefits, facilities maintenance, rent or lease, or consumable materials and supplies.

There is no minimum or maximum amount of funding that may be requested within the total funds available. Multiple awards are anticipated to be offered. Applicants will be asked to identify projects as follows:

- Smaller Project: Applications for smaller, or add on, purchases to support existing programs and facilities with amounts up to \$100,000.00.
- Larger Project: Applications for larger, more sophisticated purchases to support existing programs and facilities with amounts greater than \$100,000.00.

Funds may not be used to supplant other sources of funding. Expenses related to this project must be new. Funds cannot be used to reimburse projects that are already in development. No match or in-kind contribution is required, but proposals that leverage other resources are encouraged. The equipment and recreational activity must be available at no out-of-pocket cost to the recipients.

The successful bidder will be compensated on a reimbursement schedule. 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.

EVALUATION & SELECTION CRITERIA

The Director of the Department of Human Services shall designate a committee to review and rank all responses. The review committee will make funding recommendations to the Ocean County Board of Commissioners.

Selection Criteria

The following selection criteria will be used in awarding a contract for the services described herein:

- 30% Proposer's Understanding of the Project**
- 10% Experience and Qualifications**
- 10% Contractual Conditions**
- 50% Cost**

Proposals must receive an average score of at least 37% (of maximum 50%) on the technical criteria (Proposer's Understanding of the Project, Experience and Qualifications, and Contractual Conditions) in order to be considered for funding.

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?
- 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 and present a viable implementation plan?

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

- 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 agency already achieved Americans with Disabilities Act compliance for programs and facilities impacted by enhancements funded through this opportunity?

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

- Has the proposer demonstrated that they understand the deliverables the County expects them to provide?
- 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 from the vendors with at least an average score of 37% (out of 50%) will be evaluated. Cost proposals will be evaluated on a points-basis against the questions set forth below:

- How does the cost compare to other similarly scored proposals?
- Is the price and its component charges, fees, etc. adequately explained or documented?
- Ability to leverage resources with other partners in innovative service approaches will be considered.

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.

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

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.

Appeals

Please be advised, based on County policy in implementing the Open Public Contracts Law and Regulation NJSA 40A:11-1, applicants have the right to appeal actions or decisions related to this solicitation pertaining to procedural, statutory, or regulatory violations. Appeals that challenge the evaluation of proposals will not be entertained. If issuing an appeal, provide a detailed summary of any New Jersey Local Public Contracting Law and Regulation (NJSA 40A:11-1 et seq.) violation you believe is related to your application. Appeals must be sent in writing via email to Lori Enquist-Schmidt (lenquist-schmidt@co.ocean.nj.us) within three (3) business days of receiving a letter of rejection or funding.

Open Public Records and Review Results

Records and results may be obtained by submitting an Open Public Records Act (OPRA) request to the Ocean County Clerk of the Board's office. Through this OPRA request, you will have an opportunity to gain insight into the quantitative and qualitative feedback specific to the Proposal Review technical evaluation. For more information, please click on this link: <https://co.ocean.nj.us/frmOpraLaw.aspx>

PROPOSAL SUBMISSION REQUIREMENTS

All responses to the Request for Proposal (“RFP”) must be submitted electronically and must be received prior to 4:00pm, prevailing time on the date on which they are to be unsealed. 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.

All proposals should include the following documents:

1. Documents to be executed:
 - a. Signature Page*
 - b. Non-Collusion Certification*
 - c. 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.) Compliance Statement*
 - d. Statement of Ownership in compliance with N.J.S.A. 52:25-24.2. (Mandatory Document)*
 - e. Prohibited Russia-Belarus Activities & Iran Investment Activities *
2. Technical Proposal/ Project Description (see below)
3. Computed Budget Proposal and Narrative (see below)
4. ADA Plan and Grievance Policy
5. Organizational Chart
6. Certified Audit or Financial Statement
7. Valid, unexpired Certificate of Insurance
8. Copy of New Jersey Business Registration Certificate in compliance with N.J.S.A. 52:32-44 OR Copy of IRS letter granting tax exempt status under Sec. 501(c)3
9. NJ Certificate of Employee Information Report Approval issued by the NJ Department of Treasury or AA-302 Initial Employee Information Report or equivalent
10. Mandatory Equal Employment Opportunity Compliance Statement
11. Americans with Disabilities Act Provisions Compliance Statement
12. Proposal Submission Acknowledgement

**** ATTENTION**** Responses received pursuant to this solicitation are subject to complete disclosure pursuant to the Open Public Records Act. Please note that disclosure includes any and all attachments and addenda supplementing the solicitation response. Accordingly, please do not include personal identifying information in any supplementary documents submitted with the solicitation response.

To ensure an open and transparent process, the Department of Human Services staff cannot respond to questions about this solicitation via phone or email while it is open or in review. **Questions about this solicitation must be submitted using the Ocean County Procurement Portal website no later than 12:00 PM on Thursday, September 12, 2024.** Any inquiries received beyond that date and outside of the Portal cannot be addressed. Ocean County Department of Human Services staff are limited in the method and content of communication regarding proposal applications and the process to reduce conflict, bias and any potential unfair advantage.

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.

CERTIFICATION OF DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Disclosure of Investment Activities in Iran.

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

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party. Certification form must be completed prior to contract award and is provided in the specification documents (DocuSign).

TECHNICAL PROPOSAL/ PROJECT DESCRIPTION

Please provide detail to the following items and questions.

Basic Agency Information

1. Include agency name, CEO or Executive Director's name, EIN, mailing and physical addresses, and main phone number, as well as the name, phone, and email address of the contact person for this proposal.
2. Provide documentation of Section 501(c) 3 tax exempt status.
3. Provide the agency's SAM.gov unique entity identifier (if applicable).
4. Overview of the organization's qualifications and alignment with the services sought by this funding opportunity.
5. Synopsis of the proposed approach to fostering inclusion in Ocean County.

Agency Background Information

1. A basic organizational description, including but not limited to year established, governance structure, principal programs and services, executive leadership, annual budget, and number of full-time staff. Provide a Table of Organization that illustrates the structure of the staff to be used in support of the proposed project within the larger agency structure.
2. Give the agency's mission statement.
3. Please describe the agency's past experience in managing similar and related programs, including but not limited to individuals served, services and activities delivered, contract values, and related performance outcomes achieved.

4. Describe past success in developing effective working relationships with partner organizations.
5. List any awards received directly from a Federal government awarding agency, if any. If so: include whether or not the agency has policies and procedures for Federal award management; detail the agency's prior experience managing and executing the same or similar subawards / federal funds; and detail the agency's extent and results of Federal awarding agency monitoring.
6. Address, with specificity, if your agency has had any public or private grants rescinded for non-compliance or inability to administer the grant.
7. In the past 12-months, has the agency acquired new technology (i.e., financial systems, HR systems, etc.) or created new standard operating procedures that will be utilized in the management of the funds received by this grant?

Description of Project

1. Describe the specific project that the agency proposes. Agencies must clearly identify if the equipment or supplies to be purchased through grant funds will enhance an existing program, or help to launch new programming.
2. Describe how this project will fit into the larger structure of the agency and align with other programs and services.
3. Indicate times and days that the project will be available to users per week, and any organization closings (e.g. holidays) on which it will not.
4. List and describe locations where the project will be offered. Clearly delineate the principal location of the project. Clearly delineate the locations in which the agency currently operates, satellite locations that will be established for the proposed project, and any outreach locations that will be stood up through partnerships or affiliation agreements (such as libraries, community centers).
5. Describe the target population to be served (e.g. by age, type of disability, geographic area).
6. Approximately how many Ocean County residents would be served in a year through the enhancements proposed?
7. Describe the process for coordination with partner organizations.
8. Describe key performance indicators appropriate for the proposed project (e.g. benchmarks, milestones) and how each will be tracked and reported.
9. Indicate the desired outcomes of the proposed project and how each will be measured. Outcome indicators should, at minimum, include number of individuals benefitting from the project and participant satisfaction.
10. Describe your organization's ability to meet the specific needs of special populations if applicable.
11. Explain the methods of community education and public awareness, and marketing of the project that will be employed.
12. Provide a detailed implementation plan, including all required activities to roll out the project proposed, responsible parties, and associated timeframes.
13. Describe the plan for sustainability.
14. Describe any special strength or features that make your project different from similar offerings available, including any innovative approaches and best practices that will be utilized in the project.

Management

1. Identify key staff relevant to this request. Describe their qualifications, management authority, and responsibilities.
2. If applicable, clearly describe and attach any cooperative agreements (i.e. Memorandums of Understanding, Articulation Agreements) with any other entity involved in the proposal.
3. Describe the organization's internal controls that will be used for maintaining all records and documents related to purchases made if awarded.

4. Describe the systems that will be used to report enhancement impact and fiscal activities and how they will be used to exercise management control.
5. Describe how the proposed purchase will be internally monitored by the organization and the organization's process for continuous quality improvement. Attach questionnaires, staff surveys, or other forms that will be used to guide monitoring.
6. Describe the methods that will be used to evaluate satisfaction with enhancements made through this funding. How will this information be used? Attach questionnaires, client satisfaction surveys, or other forms that will be employed.
7. A Continuity of Operations Plan (COOP) documents how your organization will perform essential operations during an emergency situation or long-term disruption, which might last from 2 days to several weeks. The plan will identify functions, departmental communication methods, and alternate personnel, systems and locations. Explain how your organization will plan to continue operations with or without delay under all conditions.
8. Provide your agency's grievance policy and describe in detail what measures are taken administratively within your organization to ensure client satisfaction issues are addressed in a timely and reasonable fashion.

COMPUTED BUDGET PROPOSAL AND NARRATIVE

Prepare an itemized budget for the contract period. Include a budget narrative to clarify and annotate the budget. The budget proposal must include quotes for the items listed, which are inclusive of installation, delivery and any other ancillary costs associated with procuring and effectuating the purchase. Explain any in-kind contributions or match funds to be utilized. In-kind or matching funds are not required but will be considered favorably to maximize available resources. *The successful bidder will be compensated on a reimbursement schedule.*

ADA PLAN AND GRIEVANCE POLICY

Provide a copy of the organization's Americans with Disabilities Act (ADA) compliance plan. If your organization does not have an ADA plan or grievance policy at the time of submission, your organization must provide a written attestation that it will implement an appropriate ADA Plan/Grievance Policy as a condition of the award. A sample ADA Plan/Grievance Policy may be viewed at the link below.

https://docs.google.com/document/d/1q1qAbN5diJtBQSwp9OWQmtHvOEZbs44Y/edit?usp=share_link&oid=100196658913449161492&rtpof=true&sd=true

ORGANIZATIONAL CHART

A table of organization or Organizational Chart should be submitted to illustrate the staff and volunteers involved in the proposed project within the larger agency structure, the reporting relationships, and chains of command within the organization.

CERTIFIED AUDIT OR FINANCIAL STATEMENTS

Pursuant to N.J. P.L. 2021 c. 381, an annual charities registration for a charitable organization with revenue, gains, and other support, but excluding non-monetary in-kind donations, of \$1 million or more must be accompanied by an independent audit. For those nonprofit organizations with gross revenue between \$25,000 and less than \$1 million, the financial statements must be certified by the organization's president or other authorized officer.

In accordance with the U.S. Office of Management and Budget (OMB) Uniform Guidance and the State of New Jersey OMB Circular 15-08, entities receiving and expending federal and/or state grant

funds must comply with audit requirements. An entity that expends \$750,000 or more in federal or state financial assistance during its fiscal year must have a single or program-specific audit conducted for that year. An entity that expends less than \$750,000 but more than \$100,000 (combined amount) during its fiscal year, must have either a financial statement audit or a program-specific audit conducted for that year.

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.

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.

ADDITIONAL INFORMATION

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.”

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.

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.

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.

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.