



*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
CREATION, DESIGN AND PRODUCTION OF SEVEN (7)
DOCUMENTARIES ON THE AMERICAN REVOLUTION IN WHAT IS NOW
OCEAN COUNTY***

***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 to provide services for **Creation, Design and Production of Seven (7) Documentaries on the American Revolution in What is Now Ocean County.**

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 to provide services for Creation, Design and Production of Seven (7) Documentaries on the American Revolution in What is Now 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:

Parks Department

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 firms capable of providing creation, design and Production of seven (7) documentaries on the American Revolution in what is now Ocean County for a one year contract term.

The successful vendor must have a minimum of seven years' experience in providing relevant production and post production work specifically in and around Ocean County, including but not limited to, historical documentary experience including animation, motion graphics and graphics. Bidder must have been incorporated for a least five years.

Option for close-captioning each of the Seven (7) documentaries.

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 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	50 <i>(50% 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	25 <i>(25% 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 any modifications to the Specifications, are they reasonable and acceptable to the County?</p>	Points Based	5 <i>(5% 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

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 in the **Contract Information Field** 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

CONTRACT INFORMATION*

Should your company be awarded a contract with Ocean County, please provide the contact name and address where the contract documents should be mailed.

*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 Creation, Design and Production of Seven (7) Documentaries on the American Revolution in What is Now 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 Creation, Design and Production of Seven (7) Documentaries on the American Revolution in What is Now 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 upload your Certificate of Insurance for Creation, Design and Production of Seven (7) Documentaries on the American Revolution in What is Now 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)

SAMPLE DOCUMENTARY VIEWED*

Please confirm that the bidder has watched the documentary “The American Revolution in Ocean County” <https://youtu.be/NzzEalSvS-Y?t=8> and examined the PDF attached Volumes I – 250th Anniversary: American Revolution in Ocean County, NJ.

<https://www.co.ocean.nj.us//WebContentFiles//ca4bd968-8045-4915-9290-c166b00a9441.pdf>

Volume II – 250th Anniversary: American Revolution in Ocean County, NJ.

<https://www.co.ocean.nj.us//WebContentFiles//d6890002-fe54-4554-91f4-2a4b35785d8b.pdf>

Please confirm

*Response required

SAMPLES PROVIDED*

Please confirm that a sample of work product related to similar, completed services has been provided.

Submit five sample documentaries of general historic content of under fifteen (15) minutes and at least one sample directly addresses one or more of the following NJ Subjects: the American Revolution, local history or individual story impacting or impacted by history.

Samples (USB or similar electronic device) to be submitted either by mail or hand delivered to:

Ocean County Purchasing Department

Attn: Jennifer Bowens

101 Hooper Avenue, Room 224

Toms River, NJ 08753

Samples must be received prior to RFP receiving date and time of 4:00 PM, prevailing time on 9/26/2024.

Please confirm

*Response required

COST PROPOSAL*

Please download the below document, complete, and upload.

- [RFP- Creation, Design & Pro...](#)

*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

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 creation, design and Production of seven (7) documentaries on the American Revolution in what is now Ocean County for a one year contract term.

The successful vendor must have a minimum of seven years' experience in providing relevant production and post production work specifically in and around Ocean County, including but not limited to, historical documentary experience including animation, motion graphics and graphics. Bidder must have been incorporated for a least five years.

Option for close-captioning each of the Seven (7) documentaries.

METHOD OF SUBMISSION

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

DO NOT submit a hard copy of your electronic submission.

SCOPE OF WORK

Scope of Project

Proposals are being sought for production and post production of (7) Seven 8 to 15 minute interrelated documentaries on the American Revolution in what is now Ocean County. In addition, the successful proposal must be able to provide a host of other media services including but not limited to providing program creation and design, scriptwriting, presentations for web streaming.

The County anticipates awarding the contract for the duration of the project. Ocean County reserves the right to reject any or all proposals.

Project Description

Ocean County will establish an American Revolution in Ocean County Trail featuring short documentaries for each of the first six sites of conflict identified for inclusion on the trail. An additional documentary will be produced on the overarching themes that interconnect the sites and define the Revolutionary experience in Ocean County.

The purpose of this project is to interpret the historic relevancy of Ocean County's civil war experience during the American Revolution to engage the public in the complex lived experience of the many diverse communities and individuals in this time and place.

This ongoing commemorative project will address how allegiances were motivated at times by personal grudges, opportunity, moral conviction, or retaliation. Of the approximately 70 Revolutionary encounters to take place in Ocean County, the following 6 have been identified as the first to be preserved on the American Revolution in Ocean County Trail for their embodiment of the region's bitter and devastating civil war: Affair at Egg Harbor, Manahawkin Skirmish, Toms River Blockhouse Fight, Long Beach Island Massacre, Affair at Cedar Bridge, Death of John Bacon at Rose's Tavern.

Ocean County welcomes this timely opportunity to participate in a more diverse understanding of the nation's shared history and is committed to sustaining these efforts for future generations.

DOCUMENT SUBMISSION:

Bidders must provide the following with their bid submission:

1. Resume
2. References
3. Project cost
4. Availability for project
5. Sample of Work product related to similar, completed services
Submit five sample documentaries of general historic content of under fifteen (15) minutes and at least one sample directly addresses one or more of the following NJ Subjects: the American Revolution, local history or individual story impacting or impacted by history.
6. Certification that the bidder has watched the documentary "The American Revolution in Ocean County" <https://youtu.be/NzzEalSvS-Y?t=8> and examined the PDF attached
Volumes I – 250th Anniversary: American Revolution in Ocean County, NJ.
<https://www.co.ocean.nj.us/WebContentFiles//ca4bd968-8045-4915-9290-c166b00a9441.pdf>
Volume II – 250th Anniversary: American Revolution in Ocean County, NJ.
<https://www.co.ocean.nj.us/WebContentFiles//d6890002-fe54-4554-91f4-2a4b35785d8b.pdf>

Services to be provided by the successful bidder shall be included

In the bid price and include:

- All meetings / calls with the Ocean County and staff
- To gather information, scriptwriting,
- Assist with casting to including but not limited to college students and or/reenactors, costumes, makeup, wardrobe,
- Production planning and coordination, video shoot, video design and editing.
- All production equipment rental, crew and expenses
- All post-production editing to develop documentaries

All raw footage, script, notes, outlines and progress and final products are the sole and exclusive property of Ocean County. Ocean County or their agent or designee retain all intellectual and legal rights to this product to the full extent of the law(s), including but not limited to the distribution, loan or rental of materials as deemed appropriate without reservation. The bidder will receive no further monetary or other compensation for any reason, including but not limited to royalty, distribution or copyright fees. Ocean County will be entitled to authorize the use of this documentary project as Ocean County deems appropriate without permission, consultation or limitation from the successful bidder. These documentaries will be shared with following, including but not limited to, the NJ Historical Commission, Crossroads of the Revolution, RevNJ250, the National Park Service and others.

Timeline for submissions:

Review by Ocean County: 5-7 Business Days

Revisions by bidder: 2-3 Business Days

Final Delivery by bidder after final Approval: 1-2 Business Days

Extensions to be approved only with mutual consent. But may not exceed National Park Service Battlefield Preservation Grant deadline (currently April 30, 2026).

<u>Program</u>	<u>Initial</u>	<u>Submit</u>	<u>Post edits</u>	<u>Final edits</u>
	<u>Submission</u>	<u>For Focus</u>		
<u>D1. Defense of Egg Harbor</u>	<u>3/1/2025</u>	<u>7/15/2025</u>	<u>9/1/2025</u>	<u>1/15/2026</u>
<u>D2. Manahawkin</u>	<u>4/1/2025</u>	<u>9/1/2025</u>	<u>11/15/2025</u>	<u>2/1/2026</u>
<u>D3. Toms River Blockhouse</u>	<u>5/1/2025</u>	<u>7/15/2025</u>	<u>9/1/2025</u>	<u>1/1/2026</u>
<u>D4. Long Beach Isl.</u>	<u>6/1/2025</u>	<u>9/1/2025</u>	<u>11/15/2025</u>	<u>2/1/2026</u>
<u>D5. Cedar Bridge</u>	<u>7/1/2025</u>	<u>9/1/2025</u>	<u>11/15/2025</u>	<u>2/1/2026</u>
<u>D6. Death of Bacon</u>	<u>8/1/2025</u>	<u>9/1/2025</u>	<u>11/15/2025</u>	<u>2/1/2026</u>
<u>D7. Overview</u>	<u>9/1/2025</u>	<u>10/1/2025</u>	<u>12/15/2025</u>	<u>2/1/2026</u>

General Conditions

- A. Images to be filmed in 4k – video or better – Must own and operate a minimum of three (3), 4K or better cameras/recording devices and multiple devices for audio recording and lighting to insure backup and redundancy at recording sessions.
- B. Lens must be cinematic or broadcast quality with adjustable focal length and depth of field
- C. Provider must be able to provide proof of available systems that will provide for safety and redundancy to assure information and product is not lost. Must back up images with 3-2-1 Back Shed or equivalent
- D. Cannot be filmed on smart phones, go pro or similar personal devices
- E. Identify principal in charge project -
- F. Bidder must demonstrate understanding of the American Revolution, local stories and the mission of the project
- G. Must have crew available within 45 minutes of sites under normal traffic conditions
- H. Must film annual Count Down to Independence – November 2025
- I. Must have use of FAA approved drone and operator with all appropriate licenses
- J. Bidder must submit the following before production for approval by Ocean County:
 1. Outline and script
 2. Animation, titles, clip art and graphics including font and design and bottom third
 3. Audio, sound, music and voice over
 4. Stock footage
- K. Provider must own, operate and be able to provide “Green Screen” and teleprompting services for on-location productions.
- L. The provider must have the ability to provide on-site studio set-up in order to create shows using multiple independent cameras in the field and edit those cameras in a multi-clip process to produce a finished show from a minimum of a multi three camera perspective.
- M. The provider must own and operate an independent digital audio recording device to facilitate the recording of optimum quality voiceovers in the field
- N. Provider must have facility to record in-house voiceovers for radio spots and video presentations.
- O. Provider must be proficient in Adobe Illustrator, Adobe After Effects or comparable software

General Conditions for each of the Documentaries

1. Preparations
 - A. For each documentary: anticipate 30 hours (total of at least 210 hours) of background research and discussion including selected experts and talking head interviews

- B. Anticipate review of materials submitted by Ocean County including but not limited to: in general and for each specific documentary including pension records, commentary and references including:
1. Salter, Edwin. *A History of Monmouth and Ocean Counties*. Bayonne, NJ : E. Gardner & Sons, Publishers, 1890.
 2. Fowler, David J. “Egregious Villains, Wood Rangers, and London Traders: The Pine Robber Phenomenon In New Jersey During The Revolutionary War.” Doctoral thesis, Rutgers University – New Brunswick, 1987.
 3. Hand, J.P., Stites, Daniel P. *The Cape May Navy: Delaware Bays Privateers in the American Revolution*. Charleston, SC: The History Press, 2018.
 4. Miller, Pauline S. *Ocean County: Four Centuries in the Making*. Alma Offset Co. Inc. Lawrenceville, New Jersey.
- C. Anticipate up to 4 additional locations (Ocean, Monmouth, Burlington or Atlantic counties) for each documentary in addition to those specified in individual specifications for each documentary and talking head shots.
- D. Include animation, diorama (supplied by others), maps and other graphics to illustrate movements, town locations, and movement of troops during encounters, etc.
- E. Use of supplied graphics, photos and paintings including but not limited to the American Revolution in Ocean County by Louis S. Glanzman, Winifred Smart Quackenbush and Francis J. McGinley among others.
- F. Bidder must use all relevant logos at end of each documentary as directed Consistent Branding and credits including NPS etc.
- G. Must show current view scape for each site and compare to historic view scape, roads etc.
- H. Each mini documentary will be eight (8) to (15) minutes as determined by Ocean County
- I. Revisions per documentary as determined by Ocean County
- J. All footage to be turned over to Ocean County for future use – including raw and B roll Professional Resolution 422 – Broadcast file SSD or Solid state Drive – compression rate. At LEAST at 1920x1080 59.94p in a 20mbps H.264 mp4 file for a bare minimum for YouTube. Formats such as ProRes422, DNxHD, XAVC-I or higher should be delivered for broadcast purposes and archiving at a higher quality format
- K. Bidder must attend focus groups arranged by Ocean County with feedback before final edits
- L. Other items to be determined

D1: Defense at Egg Harbor (15 October 1778)

1. Historical Event

The largest military engagement of the American Revolution in Ocean County. More patriots died from battle wounds at Egg Harbor than at Trenton. Count Casimir Pulaski's Legion prevented British Capt. Patrick Ferguson's force of 250 from carrying out a plan to attack Batsto Iron Works and stop supply shipments to General Washington's army. The British butchered patriots before retreating and finally abandoning their efforts to remove the "nest of rebel pirates."

2. Specific filming minimum events

1. Chestnut Neck annual ceremony (October 2025) – up to 2 hours
2. Pulaski Monument annual ceremony (October 2025) – up to 4 hours
3. Film up to 90 minute lecture by Affair at Egg Harbor Historical Society (Dale Denda)
Lecture including his graphics – present to Affair at Egg Harbor USB with lecture and credits - Footage to be available to Ocean County for documentary
4. The Forks & Batsto State historic site
5. Gravelly point and road to battle site
6. Headquarters site at Holly Lane
7. Little Egg Harbor Meeting House in Tuckerton – Proctor's artillery
8. Pulaski statute at Toms River Court House
9. Independence Hall – showing all the members of congress that address issue
10. Chestnut neck site and fort
11. Diorama of battle

3. Specific points to be made

- Traditional Story – historiography – stories handed down to centennial
- Traditional Story (Massacre) – Pulaski v. Ferguson
- Modern Interpretation – Dale Denda
- Importance of the Little Egg Harbor port
- Story of Benedict Arnold
- British mission – goal
- Story of George Czurlandis – modern patriot
- Quakers and Captain George Mapes
- Information and photos from marine archeology in Mullica River

D2: Manahawkin Skirmish (30 December 1781)

1. Historical Event

About two months after the British surrender at Yorktown, a band of pine robbers led by Capt. John Bacon passed through Manahawkin. Capt. Reuben Randolph's Company 5, 2nd Monmouth Militia fired upon them. The militia was half the size of Bacon's gang, forcing a retreat. On November 12, 1781, Capt. Randolph signed a petition to New Jersey Governor Livingston for protection "from the ravages" committed by these loyalist "creatures."

2. Specific filming minimum events:

- Filming at Manahawkin Baptist Church,
- Stone store,
- Randolph farm,
- Randolph tavern up to 6 hours – Cedar Bridge Road and Main Street by Wawa – Manahawkin Swamp
- Diorama of battle

3. Specific points to be made

- Traditional Story – historiography – stories handed down to centennial
- Sylvester Tilton story
- Lines Pangborne story
- Personal nature of conflict
- Randolph tied up in trees
- Faulkenberg tavern incident
- Silas Crane – escape out the window
- Incident with the boat and the fish and the guns
- Amos and William Cuffey brothers
- Governor Livingston issued a warrant for "Bloody John Bacon" to be "captured dead or alive" for his "many atrocious and murderous acts along the shores." December 1782

D3: Toms River Blockhouse Fight (24 March 1782)

1. Historical Event

Approximately 200 red coats and local loyalists attacked the privateer base and salt works at Toms River. The Blockhouse force of just 25 fought back as loyalists burned the village to the ground, except for 2 loyalist homes. Patriot leader Capt. Joshua Huddy was among those captured and later hanged without a trial to avenge a loyalist death. Huddy's execution stalled the Paris Peace Treaty negotiations and is known as the Asgill Affair.

2. Specific filming minimum events Conditions

- Incorporate moving images (footage) of "Toms River Blockhouse Fight"
<https://www.youtube.com/watch?v=XUTBhrLzd1Q&t=7s>
- Photographs of 2008 commemoration battle

3. Specific points to be made

- Traditional Story – historiography – stories handed down to centennial
- Joshua Huddy – background – Quaker – wife (will, tavern, first husband Levi Hart) – Colonel Tye – Huddy's reputation before/after/reality – member of committee of reprisal
- Dillon – prize ship
- Saltworks – laborers – Gandhi – demonstration (MATES)
- Cranberry Inlet
- Cannon notification system (false)
- Burning of the village
- historiography of people of color as loyalists
- Defense of the blockhouse
- John Bacon in jail
- Huddy captured – imprisoned – hanged
- Lippincott trial
- Asgill Affair – George Washington
- Black David Foreman
- Potential impact on Treaty – Mississippi River (false)
- Aftermath in Toms River –
- Polly Miller – Huddy Park – 225th – 1975 movie

D4. Long Beach Island Massacre (25-26 October 1782)

1. Historical Event

Patriot Privateer Capt. Andrew Steelman and 24 crewmen seized cargo from a sailing vessel that ran aground. Notified of their position by a loyalist spy, John Bacon's troop ambushed the sleeping crew that night, killing 21 and seizing the cargo.

2. Specific filming minimum events Conditions

- Film up to 6 hours of footage at Barnegat Lighthouse and beach

3. Specific points to be made

- Traditional Story – historiography – stories handed down to centennial
- Lt. Andrew Steelman
- John Bacon providing doctor
- Cape May Navy - Captain David Scull (Alligator ship), Captain John Conover (Covehoeven)
- Reuben, Joseph, Hezekiah Soper
- Alligator and beached ship/cargo
- Manahawkin militia
- William Wilson (scout/spy) - veracity
- Massacre
- John Dennis – 1832 pension record challenging the traditional narrative
- Location – state interpretive sign at the lighthouse not location of incident
- privateers

D5. Affair at Cedar Bridge Creek (27 December 1782)

1. Historical Event

The last documented land engagement of the American Revolution. After searching several days for John Bacon, the Burlington Militia stopped at Cedar Bridge Tavern. Notified of the militia's position, Bacon led a surprise attack and blocked their escape. A party of local townspeople came to Bacon's aid, allowing the wounded Bacon to escape. Patriot William Cook and 4 loyalists were killed.

2. Specific filming minimum events Conditions

- Filming at Cedar Bridge Tavern
- Manahawkin Swamp
- Clamtown colonial road – wagon wheels
- Oliphant Tavern
- Springfield
- Mansfield
- old governor's mansion in Burlington

3. Specific points to be made

- Traditional Story – historiography – stories handed down to centennial
- John Bacon – pine robber v privateer
- Last documented land engagement of the American Revolution
- Other claims for last land engagement of the American Revolution (Arkansas, Ohio, India, South Carolina, West Virginia)
- Old Halfway Road - east-west thoroughfare – 1774/1797 road returns
- Village of CBT, loyalists
- Byrd – runner for Bacon, militia captured,
- Opposition newspaper accounts
- Warrants for Bacon
- Shreves and Gov. Livingston correspondence
- Other possible locations of the affair...

D6. Death of John Bacon at Rose's Tavern (3 April 1783)

1. Historical Event

Likely the last recorded casualty of the American Revolution. Militiamen caught up with John Bacon at Rose's Tavern. Bacon attempted to evade capture but, wounded and outnumbered, surrendered. Regardless, Joel Cook, the brother William Cook killed at Cedar Bridge, bayoneted Bacon in the back "many times." Patriots then attempted to bury Bacon under the crossroad at Arney's Mount to prevent his soul from resting for all eternity.

2. Specific filming minimum events Conditions

- Arney's Mount
- Arneystown
- Bacons Cave
- Soper landing
- Manahawkin/Randolph Tavern
- Tuckerton Tavern
- Falkenburg Tavern
- Pemberton
- Old Halfway Road
- Rose's Cove
- Mt. Misery

3. Specific points to be made

- Traditional Story – historiography – stories handed down to centennial
- John Bacon – pine robber v privateer
- Revenge – personal grudges
- Story of the little girl informing militia of Bacon's location – veracity
- Murder or war – April 3, 1783 – Treaty
- Last documented death of the American Revolution
- Evacuation of New York – who's left and how do they interpret the history
- Triumphal burial procession – Manahawkin Tavern
- Attempted burial at Arney's Mount – brother intervenes
- Burial at Arney's town Quaker burial
- Reference to unpublished play about John Bacon
- Feature John Bacon song by Valerie Vaughn –
<https://www.youtube.com/watch?v=EL8E380coSc>

D7. Overview of American Revolution in Ocean County

1. Historical Event

The American Revolution in Ocean County Trail (TRAIL) will be central to Ocean County's (OC) ongoing effort to address contemporary issues through the historical study of the responses and contributions of the people of Ocean County in the forging of the new nation. The National Park Service attributes 296 significant military engagements in addition to hundreds of lesser-known skirmishes to New Jersey during the American Revolution, making it the most conflict-ridden colony of the war. New Jersey's strategic location along the Atlantic Coast between the ports of New York and Philadelphia earned its reputation as the "crossroads of the American Revolution." Village ports were vital centers for ship building, information trading, and the transporting of goods and people. Notorious for the shifting shoals of the Jersey Shore leading to shallow backchannels in the Pinelands, the region was dominated by skilled loyalist, patriot, and other advantageous privateers during the Revolution - what General Clinton called a "nest of rebel pirates." They led devastating raids destroying places of industry, seizing valuable goods, and ambushing encampments. The abundance of natural resources in the Pinelands made forges and furnaces strategic regional industries where munitions for the Continental Army were manufactured. With many turning points waged in New Jersey, George Washington also famously spent more time here than in any other colony during the war. Historical interpretation of the American Revolution in New Jersey gives much due attention to the major Battles of Trenton, Princeton, and Monmouth, at the expense of scholarship on the experiences of the diverse and bitterly divided population in the southern half of the colony who would see most of New Jersey's conflict.

What is today Ocean County (then part of Monmouth and Burlington Counties until 1850 and 1890 respectively) experienced a deep societal split during the American Revolution that manifested as a bitter civil war with Quakers, loyalists, and patriots each accounting for approximately one-third of the population. The people of Ocean County seized the chaos and uncertainty of war as an opportunity to challenge existing structures of socio-economic class and race. Loosely organized gangs and irregular troops of loyalists known as "pine robbers" operated guerrilla warfare from the densely forested and swampy Pinelands. Patriots wreaked revenge for pillaging, murder, and even petty infractions through the unofficial Association of Retaliation. Inspired by the Dunmore Proclamation, formerly enslaved New Jerseyans fought for their freedom as loyalists as enslavers and others in the local white population grew fearful of an uprising against them. The frequently altering forces of occupation at the "crossroads" influenced the purported allegiances among the population to regularly shift while many hid their loyalties altogether to avoid harsh consequences inflicted at the hands of neighbors and occupying forces. Local personal grudges would even come to influence the national political trajectory as seen by the demands of the Asgill Affair. Governor Livingston wrote to General Washington on 1 January 1782 that south Jersey was "so disaffected or intimidated that the refugees [loyalists] have long reigned in it with little or no control and I fear that the enemy's lodging themselves there in any strongholds will be of the most precarious consequence." In fact, a significant amount of New Jersey's violence took place after Yorktown despite the textbook cessation of hostilities as the deeply rooted divisions between neighbors came to define the living memory of communities.

As the Revolutionary War's 250th anniversaries (1776 As the Revolutionary War's 250th anniversaries (1776-2026 and 1783-2033) approach, Ocean County is committed to cultivating and expanding civic engagement through an American Revolution in Ocean County Trail in conjunction with project collaborator the Crossroads of the American Revolution. The purpose of this project is to interpret the historic relevancy of Ocean County's civil war experience during the American Revolution to engage the public in the complex lived experience of the many diverse communities and individuals in this time and place. This ongoing commemorative project will address how allegiances were motivated at times by personal grudges, opportunity, moral conviction, or retaliation. Of the approximately 70

Revolutionary encounters to take place in Ocean County, the following 6 have been identified as the first to be preserved on the American Revolution in Ocean County Trail (Trail) for their embodiment of the region's bitter and devastating civil war. Ocean County (OC) welcomes this timely opportunity to participate in a more diverse understanding of the nation's shared history and is committed to sustaining these efforts for future generations.

1. Specific points to be made

- Letters of marque – privateers
- Pine robbers and other names
- Civil war – Patriots, Loyalist & Quakers
- NJ had most conflict of any colony during the Revolution and
- 70 of the 296 significant military engagements (in addition to 100s of lesser known conflicts in what is today Ocean County

2. Other issues to including but not limited to the following:

- Moving Trailer Display including signage, tent
- Events at ocean county 1851 courthouse
- Pomeroy Sign project in Ocean County
- Give away flags, pins
- Soper liberty bell –
- Creation of 250 annual books
- planned tree plantings, plaques and commemorative rocks

3. Partners and Methodology of project

SELECTION CRITERIA

The Director of Ocean County Parks & Recreation Department shall designate a committee to review and rank all responses. The selection criteria to be used in awarding a contract for the services described herein, shall include:

- 50 % Proposer's Understanding of the Project**
- 25 % Experience and Qualifications**
- 5 % 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 any modifications to the Specifications, are they reasonable and acceptable to the County?

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

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

**** 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.

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 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).

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

Item #	Description	Est. Qty.	Unit of Meas.	Total Price
1	Creation, Design and Production of Seven (7) Documentaires on the American Revolution in What is Now Ocean County, as specified	1	Lump Sum	<u>\$Click or tap here to enter text.</u>
1a	Option: Provide ADA Compliant Closed Captioning on all seven (7) documentaries	1	Lump Sum	<u>\$Click or tap here to enter text.</u>