



*John P. Kelly, Director
Frank Sadeghi, Deputy Director
Robert S. Arace, Commissioner
Jennifer Bacchione, Commissioner
Virginia E. Haines, Commissioner*

Jennifer L. Bowens, Purchasing Agent

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

***REQUEST FOR PROPOSALS
ENGINEERING DESIGN SERVICES FOR THE DESIGN AND PERMITTING
OF PASSIVE RECREATION IMPROVEMENTS AT THE NJ PULVERIZING
PROJECT AREA***

***ADVERTISEMENT DATE: May 8, 2025
OPENING: June 17, 2025, 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 **Engineering Design Services for the Design and Permitting of Passive Recreation Improvements at the NJ Pulverizing Project Area.**

All proposals must be received prior to **4:00 pm**, prevailing time on **Tuesday, June 17, 2025.**

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:

JOHN P. KELLY, 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 Engineering Design Services for the Design and Permitting of Passive Recreation Improvements at the NJ Pulverizing Project Area.

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:

Planning

Timeline

Advertising Date	May 8, 2025
Pre-Bid Meeting (Non-Mandatory)	May 22, 2025, 9:00am The pre-bid meeting will be held on site. Meeting location will be at the gate located on Segal Avenue, close to the intersection of Segal Avenue and Northern Boulevard, Bayville, NJ . For GPS purposes, please look up the address of 347 Northern Boulevard, Bayville, NJ - the gate is across the street on Segal Avenue. Please DO NOT go to the actual address, just use it for GPS purposes.
RFP Receipt Date	June 17, 2025, 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 Engineering Design Services until project completion.

The successful vendor(s) must have a minimum of five (5) years' experience in providing land use planning, site development of parks, and permitting of passive recreation projects.

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	35 <i>(35% of Total)</i>
2.	<p>Experience and Qualifications Do the individuals assigned to the project have experience on similar projects?</p> <p>Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in work this project requires?</p> <p>How extensive is the applicable education and experience of the personnel designated to work on the project?</p> <p>Has the proposer demonstrated experience in completing similar projects?</p> <p>How successful is the general history of the proposer regarding timely and successful completion of the projects?</p> <p>Has the proposer provided letters of reference from previous clients?</p>	Points Based	25 <i>(25% of Total)</i>
3.	<p>Innovative Design of Passive Recreation Has the proposer given specific and detailed examples of previous passive recreation projects?</p> <p>Has the proposer presented any innovative design ideas specific to the project area?</p>	Points Based	25 <i>(25% of Total)</i>
4.	<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>	Reward Low Cost	5 <i>(5% of Total)</i>

<p>5.</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>10 <i>(10% 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 hereby confirm that I am logged into OpenGov using an account directly associated with the Business Name (and corresponding Tax ID number) as provided in all solicitation documentation. I fully understand that, if awarded a contract with Ocean County, the company information listed in the Contract Information Field will be used for the preparation of all contract documents. *Failure to adhere to these requirements may result in the rejection of this bid.*

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 Engineering Design Services for the Design and Permitting of Passive Recreation Improvements at the NJ Pulverizing Project Area.

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 Engineering Design Services for the Design and Permitting of Passive Recreation Improvements at the NJ Pulverizing Project Area.

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 Engineering Design Services for the Design and Permitting of Passive Recreation Improvements at the NJ Pulverizing Project Area.

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

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

Images (jpg, png, bmp, tif)

COST PROPOSAL*

Please upload your cost proposal for Engineering Design Services for the Design and Permitting of Passive Recreation Improvements at the NJ Pulverizing Project Area.

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

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 is seeking proposals from qualified firms to provide design services to prepare Construction Plans, Specifications, Cost Estimates, Permit Applications and Bid Documents to obtain bids for Passive Recreation Improvements at NJP. The awarded consultant will also provide bidding services for the completion of this project.

Project Area

The overall NJP property consists of over 800 acres in Berkeley Township. All parcels included in the project area can be found in the Block and Lot list attached as **Attachment A**. Specific to prior use, the project area includes properties with prior mining activities, vacant/undeveloped open space, and developed commercial facilities.

Project Description

The first acquisition in the NJP project area was acquired by Ocean County in December 2016 and includes 750 acres in Berkeley Township under the Natural Lands Trust Fund Program. The property is unique due to its history of ownership and past use as a sand mine. The property was the largest developable property east of the Garden State Parkway in single private ownership. The property contains significant elevation changes and has multiple surface water features occurring either naturally or due to the historic mining operation. Significant vegetation growth has occurred over time with flora and fauna comparable to the Pine Barrens. The property survey is attached as **Attachment B**. An additional 40 acres connected to the property was donated to Ocean County in 2021. This adjacent property located at Block 837, Lot 8.03 became known as “NE Mall Donation”. A property survey is attached as **Attachment C**.

The former “Blackbeards Cave” amusement facility was acquired by Ocean County in October 2023 and includes 26.6 acres of property under the Natural Land Trust Program. Blackbeards was once operated as a family amusement facility and has access from State Highway Rt. 9 in Berkeley Twp. This property contains remnants of former structures and improvements associated with the amusement facility including a golf driving range, go-cart race track, bumper car (s) pit area, and batting cages. All former structures are dilapidated and will need to be removed. Ocean County wishes to keep the existing paved asphalt parking lot for recreational users. Both the NJP and Blackbeards properties are included within the limits of this project. The property survey is attached as **Attachment D**. All environmental reports that were concluded when Ocean County acquired this property are attached as **Attachment E**.

Prior to the County’s purchase of the NJP property, Berkeley Township passed a municipal ordinance and executed an agreement to reconfirm a 500-foot right-of-way dedication for a future extension of Western Boulevard. This roadway extension would run on the west side of the lake and provide future access from the central residential portion of Berkeley Township northeast across the site to a redevelopment area known as Berkeley Town Center at Route 9. With the possibility of the Western Boulevard extension going through, proposals should focus on the Eastern portion of the property. A map showing the dedicated ROW is attached as **Attachment F**.

NJP is bisected by the Barnegat Branch Trail (“BBT”) which follows the former Central Railroad of NJ’s “Barnegat Branch”. The BBT is a county-owned multi-use rail to trail project being constructed in phases. Currently, 13.6 miles are completed of the proposed 16 mile trail. Once the entire trail is complete it will connect Burr Street in Barnegat Township north to NJ Transit’s Toms River Park and Ride. The 1.5-mile section of the BBT that runs through NJP is referred to as Phase VIII. This section should be used as a gateway for a system of multi-use trails and secondary foot paths for bicycle and

pedestrian access. A multi-use trail should also be developed to connect the Blackbeards property along Route 9 to the BBT and NJP. Construction Plans of Phase VIII of the Barnegat Branch Trail are available as **Attachment G**.

A trailhead facility to support the BBT is proposed along Hickory Lane/Segal Avenue. The design for this facility is currently being developed under the Barnegat Branch Trail program. This facility will provide access to the property and BBT while providing the public with parking and restrooms and the County with a maintenance building. Plans for this facility will be available as they are developed.

An emergency access road is being developed to the site that will be an extension of Chestnut Street in Beachwood. Plans for this facility will be available as they are developed.

In 2021 Princeton Hydro/Strauss and Associates, completed a 160 page **Comprehensive Conservation Management Plan, Attachment H** for the property. The plan detailed the history of the site, the existing conditions, the ecology of the site, habitats for the site, preformed water quality sampling, hydrology monitoring, soil sampling, pollutant load analysis and recommended a plant list. The Plan also provided recommendations for Public Access, Habitat Creation and Habitat Preservation with many figures and plans.

Project Goals and Objectives

The goal of this project is to provide a positive impact on the environment and its ecological characteristics while providing an extensive system of passive recreational public access.

1. Proposed recreational uses:

- Parking;
- Multi-use trail system throughout property: Walking, bicycling, hiking and jogging including connections to the County's existing Barnegat Branch Trail;
- Multi-use trail connecting the former Blackbeards Cave property located at Block 837, Lots 8.02 & 13-16 in Berkeley Township to the BBT and NJP property;
- Sitting and picnicking;
- Bird watching;
- Recreational and service amenities such as parking lots, comfort stations, park furniture;
- Playground equipment;
- Trail identification, wayfinding and interpretive signage, and points of interest including wildlife viewing platforms/observation decks;
- Lakeshore access;

2. Habitat Creation

- Fishery habitat as well as the creation and expansion of littoral zones
- Investigate Improving the outlet connection to the Mill Creek
- Improve shelving around the entire boundary of the lake so slope is more gradual
- Wetlands including Emergent wetlands, Bog creation, Ephemeral wetlands
- Grassland habitat and successional woodlands

3. Habitat Preservation

- Forest Preservation Areas including existing Oak-Pine forest, Pine forest, Oak forest, Pitch pine lowland, and Successional Pine forest
- Wetland and water preservation area including Hardwood swamp, emergent wetland, and open water areas.

Task 1: Project Management

1. The Ocean County Departments of Planning and will be managing this project with input from the Department of Parks and Recreation and the Department of Engineering.
2. The Ocean County Department of Planning will oversee the design process and coordination between the selected Consultant, County, and public.
3. Consultant shall designate a Project Manager who will be responsible for managing the day-to-day activities of the consultant team and will service as the primary point of contact with the county. Any changes in Project Manager shall require approval by the County.
4. Prior to construction, the County will be awarding a separate contract for Construction Management Services to oversee the construction phases of the project. The successful Project Engineer will be required to coordinate with the Construction Manager.

Reporting and invoicing requirements shall be in accordance with the terms of the standard contract agreement. In general, the consultant will be responsible for preparing and submitting a monthly progress report with:

- Funds expended that corresponds to the monthly invoice.
- All active and completed tasks and shall indicate the percentage of total work completed (total and by task).
- Work and submittals completed in the last month.
- Work to be performed in the next billing period.
- Updates to Schedule
- Meetings, action/decisions required by the County.
- Status of the schedule and budget.

A kick-off meeting with the County and consultant team will be required. A detailed project schedule shall be submitted prior to the kick-off meeting for County review and approval. The Project Manager for the consultant team shall be available to discuss the project status on a biweekly basis (either in person or via conference call, as necessary) to ensure the project remains on track and within budget. The Project Manager shall also provide cost estimates for each phase of construction. Preliminary cost estimates must be provided after initial design and final estimates after preparation of final bid documents.

Technical meetings to discuss project milestones are also anticipated in addition to the monthly meetings. These meetings will include all key personnel from the consultant team and County staff. Deliverables shall include monthly invoices and meeting summary of any scheduled meetings.

Deliverables:

- Monthly Invoices

Task 2: Field Surveying

1. All survey work shall be performed by a NJ Licensed Land Surveyor or under their direct supervision. Ocean County shall provide its boundary surveys prepared for the transfer of title of NJP, Blackbeards, NE Mall Donation, Hickory Lane Trailhead survey work, and survey and final plans of the Barnegat Branch Trail Phase VIII section that runs through the property.
2. The Consultant shall prepare survey with topography sufficient for completion of all tasks within the scope of this project.
3. The Consultant shall verify and supplement the survey as necessary for the development of this project.
4. Existing profiles, cross sections and location survey are required.
5. Survey as needed to obtain DEP permits and complete the design.

6. Consultant shall complete field surveying in accordance with the specifications found in the Surveying Requirements and Standards.
7. The Consultant shall review all available data of site conditions, including site assessments, testing, site evaluation and conceptual designs performed by Princeton Hydro/Strauss and Associates.
8. The Consultant shall perform an in-person site inspection to confirm previous assessments as to the current condition of the property.
9. In-person site evaluations shall be performed throughout the work period as necessary for each phase of the project.
10. Assessments, including geotechnical investigations and nearshore test borings, shall be conducted to determine whether the sediments can support proposed improvements.

Survey Requirements and Standards

1. The Consultant shall follow Ocean County Engineering Department mapping standards.
2. Reference ties for each Traverse Control Point shall be to a specific point (such as a PK Nail in a Utility Pole or a Cross Cut on a Manhole Rim) on or in a recoverable physical feature near the Control Point. A minimum of three (3) ties shall be provided for each point, and the tie distances must be measured to the nearest one-hundredth of a foot (0.01'). All ties must be field measured and cannot be inverted from located physical features. An approximate distance must be shown from the existing edge of pavement to the Control Point. These ties will be used to recover the Control Points and re-establish them if they are lost or destroyed.
3. All horizontal and vertical controls shall be NAD83/NAV88 established by on-site GPS observations with grid to ground conversion, identification of localize point and average combined scale factor and shift values. The GEOID version used must also be stated in the formula. Vertical controls points shall be established by a conventional bench run holding the elevation of the GPS point with the best height differential. All deliverables shall be determined using the ground coordinates with control points shown, on a map signed and sealed by a Professional Land Surveyor along with a minimum of three (3) ties to each control point including bench run elevations. Control point ties must be measured and shown to the nearest one-hundredth of a foot. Measurements cannot be inverted from located physical features. A note shall be placed on the plan giving the localization point location and coordinate value of the conversion, along with the combined scale factor and horizontal shift values to convert from ground to grid coordinates.
4. Grid and ground New Jersey State plane coordinate values must be shown for each GPS traverse point along the survey Baseline along with a benchmark elevation on each point. Bearings and distance between survey traverse points must also be shown.
5. Within the project location, recover and locate all existing property corners, right-of-way documentation and other survey control markers including the PLS identification number or company name.
6. Obtain all topographic features within the project area. Topographic survey shall be performed at an adequate grid density to be able to establish 2-foot contours. An aerial topographic survey is allowable.
7. Survey shall be of project boundary east of the suggested Western Boulevard alignment.
8. The consultant shall contact New Jersey One Call or obtain utility mark up plans from individual utilities. The survey shall include all above and underground utilities visible as a result of the mark out. In the event the design requires utility coordination and/or relocation the surveyor shall obtain invert, pipe size, pipe material, etc. when test pits are obtained. Survey costs to locate underground utilities shall be incidental to other survey work associated with the contract.

Information available on the Ocean County Engineering website to be used in the plan creation:

Website address: <http://www.co.ocean.nj.us/OC/Engineering/frmCADDStandards.aspx>

1. OCED electronic drafting standards, seed files, Microstation resource files, and County details
2. OCED surveying standards and data collector files.
3. OCED surveying feature coding. If uploading the County feature coding into your data collectors will result in the creation of an inaccurate drawing deliverable; the data collector file shall be manually modified to reflect OCED coding before submission of the required file

Deliverables:

- Consultant provide summary memo of collated site assessments of existing conditions.
- Two (2) hard copies (paper 24" x 36") of existing conditions in accordance with required survey standards. Electronic copy of the above sheets in DXF and PDF formats. An ASCII Comma Separated Value (CSV) MS-DOS text file and print-out (hard copy) of all the coordinate data. Separate ASCII files must be included for both Grid Coordinate Values and Ground Adjusted Coordinate Values.
- Two (2) final signed and sealed paper copies (24" x 36"), Must be signed and sealed by a licensed New Jersey Professional Land Surveyor. The consultant shall also provide an electronic version of the signed plan in PDF format.
- An electronic copy of final plans and base files in Microstation compatible format prepared in accordance with Ocean County Engineering standards. The electronic sheets shall have a base unit of U.S. Survey Foot and shall be unscaled. Both the base file and sheet files shall be generated using Ocean County Engineering drawing seed files, line style, text, and cell resource files.
- An ASCII Comma Separated Value (CSV) MS-DOS text file and print-out (hard copy and PDF format) of the coordinate data containing all data collected in the field.
- An ASCII Comma Separated Value (CSV) MS-DOS text file and print-out (hard copy and PDF format) of the points associated with the individual break lines/alignments collected and/or used in the field.
- Copy (hard copy and PDF format) of the Survey Field Notes.

Task 3: Subsurface Investigation

1. The Consultant shall conduct a Geotechnical engineering study and analysis as may be required for the proper design of the project. Proposed elements to be considered include trails, roadways, parking lots, and the construction of a safety shelf for the lake.
2. If any sub-consultants are required to complete this work, they should be included in the proposal.

Deliverables:

- Geotechnical Report

Task 4: Hydraulics

1. The Consultant shall perform all hydraulic studies and calculations to support the permit applications of this project. Special attention should be paid to the one outlet pipe of the lake and any drainage feature that would run under the future Western Boulevard ROW.
2. All hydrology data from existing monitoring wells throughout the site will be shared.

Deliverables:

- Hydraulic / Hydrology Report

Task 5: Demolition Services

1. Demolition and removal work includes the demolition, removal, and disposal of all site features found at the former Blackbeards Cave property except the existing parking lot.
2. Site restoration shall include, earthwork, topsoil, seed, and removal of soil erosion measures.
3. The Consultant shall be responsible for application(s) for soil erosion and sediment control plans to the Ocean County Soil Conservation District as required.

Deliverables

- Forms, applications, and demolition plans and details necessary to submit an application for a Soil Erosion and Sediment Control Plan Certification to the Ocean County Soil Conservation District.
- Demolition Detail Sheets

Task 6: Conceptual Designs

1. All conceptual designs shall not propose new features within the future Western Boulevard ROW.
2. All conceptual designs shall propose parking within the site at Hickory Lane, Chestnut Street, Blackbeards and Northern Boulevard.
3. All designs shall propose 0 net cut/fill.
4. All concepts shall utilize the existing trail system for pedestrian and bicycle access.
5. All conceptual designs shall propose recreational improvements at the Blackbeards property such as a Pump Track.
6. All concepts shall designate areas proposed for habitat creation and/or preservation.
7. Three conceptual designs should be prepared, including:
 - a. A Concept that interconnects all of the water fingers and creates a canoe / kayak trail.
 - b. A Concept that removes the fingers, creates more lake area with a safety shelf
 - c. A Concept that brings a paved road to the lake area and provides parking on the lake.
8. Ocean County staff shall consult internally and may review with partner agencies for comment on the concepts provided. In the event that the Ocean County Department of Planning rejects all initial alternatives, the consultant shall provide a minimum of two additional alternatives with the pros and cons listed for each option.

Deliverables:

- Five (5) hardcopies (paper 24" x 36") of each proposed concept layout with existing conditions as basemap.
- Provide electronic copy of the above sheets in DWG and PDF formats.
- Feasibility assessment, permit identification and cost estimate for each alternative design.

Task 7: Preliminary Design

1. One Conceptual design will be chosen to advance to the Preliminary Design Phase. The consultant shall incorporate the conceptual design comments.
2. The preliminary layout shall have base maps shown at an appropriate scale showing the area of trail implementation, vegetation improvements, property line information, etc.
3. Vegetation enhancements/ passive recreation implementation cannot impede natural drainage. Consultant shall use design storms as specified by the appropriate regulatory agencies.
4. Acceptance by the County of the preliminary layout will be required prior to Final Site Plan Preparation.

Deliverables:

- Pre-application consultation with state, federal, and local agencies as needed.
- Preliminary Design submission – Two (2) hardcopies (paper 24” x 36”) of proposed concept layout with existing conditions as basemap.
- Provide electronic copy of the above sheets in DWG and PDF formats.
- Feasibility assessment and cost estimate for each alternative design.

Task 8: Final Design

1. The Consultant shall prepare design plans and provide deliverables at various stages (30%, 60%, and 90%). Final plans shall be developed to a level of detail required to submit application for regulatory approvals from Local, County, State and Federal agencies, if applicable.
2. Plans shall include detailed specifications drawings with clear description of acceptable materials.
3. Written construction specifications shall be prepared by the consultant engineer.

Plan and Specification Requirements and Standards

1. The Consultant shall prepare design plans and provide deliverables at various stages (30%, 60%, and 90%). Final plans shall be developed to a level of detail required to submit application for regulatory approvals from Local, County, State and Federal agencies, if applicable.
2. Plans shall include detailed specifications drawings with clear description of acceptable materials.
3. Anticipated plans sheets shall include:
 - Title
 - Estimate of Quantities
 - Standard Legend
 - General Notes
 - Soil Erosion Notes
 - Existing Conditions
 - Clearing Plan
 - Grading Plan
 - Construction Plans
 - Cross Sections
 - Construction Details
4. Below are the requirements for each planned deliverable. One (1) set of paper plans and one (1) set in PDF format shall be included with the 30%, 60%, and 90% submission.
 - 30% Deliverable
 - a. Construction Plans – 30 scale (or appropriate scale) base maps showing existing conditions, topography, existing drainage, utilities, right-of-way, and property line information. Project limits should consist of the eastern portion of the property and also be indicated.
 - b. Profile and Cross Sections (if appropriate) – Include existing cross slopes.
 - c. Grading Plans – Plans showing existing grades and contours.
 - 60% Deliverable
 - a. Title Sheet, Estimate and Distribution of Quantities (EDQ) Sheet with preliminary pay items, Standard Legend, and General Notes Sheets.
 - b. Construction Plans - include preliminary pay items.
 - c. Profile and Cross Sections (if appropriate) – Include design profile and cross sections.
 - d. Grading Plans – include proposed grades and contours.

- 90% Deliverable

- a. Title Sheet, EDQ Sheet with Final pay items, Standard Legend, and General Notes Sheets.
- b. Construction Plans – include Final pay items and quantities.
- c. Typical Sections
- d. Grading Plans – include final proposed grades, contours, and control.
- e. Traffic Control details, ADA details, and Construction details
- f. Preliminary Engineers Estimate
- g. Preliminary Specifications

- 100% Deliverable

- a. One (1) set of Mylar final plan sheets signed and sealed.
- b. Three (3) sets of paper plans, signed and sealed.
- c. Final Engineers Estimate signed and sealed.
- d. Final Specifications signed and sealed.
- e. One (1) electronic copy of final signed plans in PDF format.
- f. One (1) electronic copy of final plans and base files in Microstation compatible format. The electronic sheets shall have a base unit of U.S. Survey Foot and shall be unscaled.
- g. An ASCII Comma Separated Value (CSV) MS-DOS text file (PDF format) of all the coordinate data. Separate ASCII files must be included for both Grid Coordinate values, and Ground Adjusted Coordinate values.
- h. If applicable, a complete copy of the electronic data collector file used in gathering the requested information and ASCII text mapping format. An ASCII Comma Separated Value (CSV) MS-DOS text file (PDF format) of the coordinate data containing all data collected field and of the points associated with the individual break lines/alignments collected and/or used in the field.
- i. If applicable, a copy (PDF format) of Survey Field Notes
- j. If working in Non-Microstation CAD, the Consultant shall provide all line style, font and block resources files.

Task 9: Permitting

1. Consultant shall identify all federal, state, county, and local permits needed for this project.
2. The Conservation Management Plan also discusses all state and federal permits required or potentially required (i.e. CAFRA, Freshwater Wetlands Protection Act, Flood Hazard Area Control Act, Stormwater Management, Dam Safety Standards, Soil Erosion & Sediment Control, etc.)
3. Prepare plans, apply, and obtain the various required permits.
4. Any and all applications fees shall be paid by consultant and reimbursed by County.
5. A courtesy review with the local planning board and the County Planning Board shall be included.
6. Consultant shall include the effort of preparing an NJDEP LOI Application for all parcels within the limits of this project.

Deliverables:

- The consultant shall prepare plans, apply for, and obtain the various required permits.

Task 10: Bidding Services

1. Bidding will be completed through Ocean County's ProcureNow Portal.
2. The Consultant shall prepare the bid package documents for construction, perform bid review and participate in the Consultant Selection Review process to make recommendation of award to

contractor who would be best to carry out the plans in accordance with project goals and objectives.

3. The Consultant shall develop a Construction Schedule in consultation with the County. The schedule shall include tentative working days for phases of the implementation, and will be included in the bid package for the contractor.
4. The Consultant should be prepared to hold a Pre-Bid meeting on-site for prospective bidders, answer all inquiries, and issue addendums if necessary.

Deliverables:

- The consultant shall prepare bid package documents.
- Conduct on-site meeting for prospective bidders.
- Provide expertise and recommendation to award bid

SELECTION CRITERIA

The Director of the Ocean County Planning 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:

- 35% Proposer's Understanding of the Project**
- 25% Experience and Qualifications**
- 25% Innovative Design of Passive Recreation**
- 5% Contractual Conditions**
- 10% 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?

Innovative Design of Passive Recreation: Proposals will be evaluated against the questions set forth below:

Has the proposer given specific and detailed examples of previous passive recreation projects?

Has the proposer presented any innovative design ideas specific to the project area?

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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind 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.