



*Joseph H. Vicari, Director  
Gary Quinn, Deputy Director  
Barbara Jo Crea, Commissioner  
Virginia E. Haines, Commissioner  
John P. Kelly, 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  
NEWVISION SOFTWARE, UPGRADES, ENHANCEMENTS AND  
MAINTENANCE SERVICES FOR DOCUMENT RECORDING AND  
INDEXING SYSTEM***

***ADVERTISEMENT DATE: October 19, 2023  
OPENING: November 9, 2023, 4:00 pm***

## ***REQUEST FOR PROPOSALS***

The Ocean County Board of Commissioners is requesting proposals for the services of a firm licensed in the State of New Jersey to provide services for **NewVision Software, Upgrades, Enhancements And Maintenance Services for Document Recording and Indexing System.**

All proposals must be received prior to **4:00 pm**, prevailing time on **Thursday, November 9, 2023.**

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:

**JOSEPH H. VICARI**, Director

**JENNIFER L. BOWENS**, Purchasing Agent

## *Introduction to Proposers*

### **Summary**

The Ocean County Board of Commissioners is requesting proposals for the services of a firm licensed in the State of New Jersey to provide services for New Vision Software, Upgrades, Enhancements And Maintenance Services for Document Recording and Indexing System.

### **Contact Information**

For further information regarding these specifications, contact

**Jennifer Bowens**

Purchasing Agent

Email: [jbowens@co.ocean.nj.us](mailto:jbowens@co.ocean.nj.us)

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

**Department:**

County Clerk

### **Timeline**

<b>Advertising Date</b>	October 19, 2023
<b>RFP Receipt Date</b>	November 9, 2023, 4:00pm Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

## *Instructions to Proposers*

### **INTRODUCTION**

The County of Ocean is a County of Fifth Class as defined in N.J.S.A. 40A:6-1 et seq. Pursuant to N.J.S.A. 19:44A-20.4 et seq., the County of Ocean requests proposals from firms capable of providing NewVision Software Licensing, Upgrades, Enhancements and Maintenance Services for the Ocean County Clerk's Office indexing and recording system from January 1, 2024 through December 31, 2025 with the option to extend for an additional two (2) years (calendar years 2026 and 2027).

The successful vendor(s) must have a minimum of three (3) years of experience in providing and maintaining NewVision software for New Jersey counties.

### **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](http://www.state.nj.us/treasury/contract_compliance))

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

## *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><b>Proposer's Understanding of the Project</b> Proposals will be evaluated against the questions set forth below:</p> <p>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	15 <i>(15% of Total)</i>
2.	<p><b>Experience and Qualifications</b> Proposals will be evaluated against the questions set forth below:</p> <p>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	35 <i>(35% of Total)</i>
3.	<p><b>Contractual Conditions</b> Proposals will be evaluated against the questions set forth below:</p> <p>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	25 <i>(25% of Total)</i>

<p>4.</p>	<p><b>Cost</b>  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>25  <i>(25% of Total)</i></p>
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## *Scope of Work*

### **SCOPE OF WORK**

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

## *Vendor Questionnaire*

### **DOCUMENTS TO BE EXECUTED\***

Documents include:

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

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

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

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

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

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

\*Response required

### **Certificate of Employee Information Report**

**Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:**

- (a) An existing federally approved or sanctioned affirmative action program.
- (b) A New Jersey Certificate of Employee Information Report Approval.
- (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.**

QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

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

**If yes, please upload a photocopy of such approval.**

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

**If yes, please upload a photocopy of such certificate.**

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

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

**Images (jpg, png, bmp, tif)**

**Copy of New Jersey Business Registration Certificate**

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

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

[https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](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 NewVision Software, Upgrades, Enhancements And Maintenance Services for Document Recording and Indexing System.

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

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

**Images (jpg, png, bmp, tif)**

\*Response required

**COST PROPOSAL\***

Please upload your cost proposal for NewVision Software, Upgrades, Enhancements And Maintenance Services for Document Recording and Indexing System.

**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 NewVision Software, Upgrades, Enhancements And Maintenance Services for Document Recording and Indexing System.

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

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

**Images (jpg, png, bmp, tif)**

**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



*Joseph H. Vicari, Director*  
*Gary Quinn, Deputy Director*  
*Barbara Jo Crea, Commissioner*  
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*John P. Kelly, Commissioner*

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

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

***REQUEST***

***FOR***

***PROPOSAL***

***FOR***

**NEWVISION SOFTWARE, UPGRADES, ENHANCEMENTS  
AND MAINTENANCE SERVICES FOR DOCUMENT  
RECORDING AND INDEXING SYSTEM**

## **SCOPE OF WORK**

Delivery of all maintenance, upgrades, advise of all software enhancements available for purchase, ongoing archival services to the Ocean County Clerk's Land Recording System:

- Provider must have a marketing agreement with NewVision Systems Corporation for the sale of NewVision products and services to Ocean County. The agreement must grant an exclusive right to market proprietary maintenance services and related licensed software to the County.
- Provider must agree to maintain a record of all its maintenance activities.
- Provider must provide error resolution services for the NewVision Software. The Clerk shall cause the System Administrator to promptly notify the Provider of any Defect. Working with NewVision representatives and the System Administrator, the Provider will attempt to determine the cause of such Defect and provide a plan for resolution as follows:
  - The Clerk shall promptly make available to the Provider all information and data that the Provider and NewVision reasonably may request in order to reproduce operating conditions similar to those present when the Defect was discovered.
  - If the Provider believes the problem to be caused by the Equipment, the Clerk shall dispatch the Hardware Servicer to resolve the problem, and the Provider shall provide any necessary assistance to the Hardware Servicer. In any event, if the Provider and the System Administrator agree that onsite assistance from the Hardware Servicer will speed problem determination and/or resolution, the Clerk will dispatch the Hardware Servicer to provide such assistance.
  - If the Provider believes the problem to be caused by the Licensed Software or is unsure of the cause of the problem, the Provider will work with the System Administrator to implement remote access support via a Virtual Private Network (VPN). If the Provider is unable to determine the cause of the Defect through remote access or with the assistance of the Hardware Servicer, the Provider shall dispatch a NewVision representative to the Delivery Address to fix the problem at no additional cost to the Clerk.
  - If the Provider believes the problem to be caused by the Third Party Software, the Clerk shall provide access to certain equipment within the System by a representative of the particular software company responsible for developing and/or supporting such software ("Developer").
  - If the Provider and the System Administrator agree that a temporary fix to the Licensed Software is feasible and necessary to keep the System running, then the Provider will cause the fix to be implemented.
  - If the System Administrator and the Provider mutually determine that a program change is necessary to the Licensed Software, the Provider will work with NewVision to develop the code necessary to implement the change within a reasonable time, test the change, and provide change code.
  - If the System Administrator and the Provider determine that a program change is necessary to fix a problem with any Third Party Software, the provider will coordinate with the Developer to develop the code necessary to implement the change within a reasonable time, test the change, and provide change code at no additional cost to the Clerk.



- In the event of a Critical Defect, the Provider will use reasonable efforts to respond to the System Administrator's notice of such Critical Defect within one (1) Coverage Hour and to commence service within two (2) Coverage Hours. The Provider will make a reasonable effort to fix or repair the Critical Defect within the twenty-four (24) hours of the notice of such Defect from the System Administrator, but the Provider cannot guarantee a fix within that time period.
- In the event of any Defect other than a Critical Defect, the System Administrator and the Provider will mutually determine whether such Defect needs to be corrected promptly or can be corrected on a modified next-release basis. If the System Administrator and the Provider agree that such Defect is of such severity that it must be corrected immediately, then within four (4) Coverage Hours, the Provider will furnish complete off-site Telephone Support in an effort to correct the Defect and the Provider will use reasonable efforts to correct the non-critical Defect in a reasonable period of time.
- The Clerk and the Provider shall endeavor to track information concerning maintenance calls on the NewVision Incident Tracking System. In the event of a Critical Defect, the System Administrator shall initially communicate the related issues via telephone to the provider, and the System Administrator and the Provider shall cooperate in recording the related incident in the Incident Tracking System. In the event of any Defect other than a Critical Defect, the System Administrator shall initially report the Defect to the Provider via entry in the Incident Tracking System. The Clerk shall enter into the Incident Tracking System all information and data that may reasonably be required by NewVision to diagnose and resolve the Defect.
- Provider must also maintain all associated slip printer and barcode reader hardware.
- Provider must maintain a trained staff capable of rendering maintenance and support services required for NewVision software.
- Provider must be able to access the NewVision software, collect and process all new documents, and provide silver halide 16mm archival back up microfilm on a weekly basis.
- All microfilm must have targets inserted and conform to NJ DARM specifications.
- Provider must convert documents in the NewVision software to TIFF images and store on CD's for Ocean County as part of their Disaster Recovery Plan.
- Provider must also label microfilm rolls and quarterly collect and create a control list for shipping to an archival facility (currently VRC Companies LLC).

**ALL SUBMISSIONS SHALL INCLUDE THE FOLLOWING MINIMUM INFORMATION:**

1. Name of the individual(s) to be assigned to perform the tasks.
2. Professional experience and education of the individual(s) to be assigned including a listing of experience with the County of Ocean and/or experience with other New Jersey Counties.
3. A statement concerning the ability of the vendor to perform tasks assigned by the County in a timely fashion.
4. Professional licenses and certifications held by the individual(s) to be assigned.
5. A description of the support staff available to the individual(s) to be assigned.

6. A list of four professional references with addresses and telephone contact numbers. Three must have direct knowledge relating to your experience in the requested service.
7. A copy of your Business Registration Certificate.
8. Cost Proposal

**SELECTION CRITERIA**

The Ocean County Clerk 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:

- 15% Proposer’s Understanding of the Project**
- 35% Experience and Qualifications**
- 25% Contractual Conditions**
- 25% Cost**

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

- Has the proposer demonstrated a thorough understanding of the purpose and scope of the project?
- How well has the proposer identified pertinent issues and potential problems related to the project?
- Has the proposer demonstrated that they understand the deliverables the County expects them to provide?
- Has the proposer fully responded to all the questions set forth herein?
- Does the proposal depict a logical approach to fulfilling the requirements of the RFP?

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

- Do the 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:

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

## **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](http://www.elec.state.nj.us).

## **CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN**

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

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

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

Vendors may view the Precluded Entities List Here:

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

## **TRANSITIONAL PERIOD** (excluding Professional Contracts)

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

## **NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

Pursuant to N.J.S.A. 52:32-44, Ocean County (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

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

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

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the

State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

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

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

### **COMPLETION OF DOCUMENTS**

Proposers 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](http://www.state.nj.us/treasury/contract_compliance))

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



## ***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.