



*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 QUALIFICATIONS  
TITLE BINDER AND COMMITMENT/INSURANCE AND SEARCH  
SERVICES FOR VARIOUS PROJECTS IN OCEAN COUNTY***

***ADVERTISEMENT DATE: December 7, 2023  
OPENING: December 28, 2023, 4:00 pm***

## ***REQUEST FOR QUALIFICATIONS***

The Ocean County Board of Commissioners is requesting qualifications for vendors to provide **Title Binder and Commitment/Insurance And Search Services for Various Projects in Ocean County.**

All proposals must be received prior to **4:00 pm**, prevailing time on **Thursday, December 28, 2023**. The County will not be responsible for late submissions and no proposals will be accepted after the time stipulated on this notice.

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.

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

Signed:

**JOSEPH H. VICARI**, Director

**JENNIFER L. BOWENS**, County Purchasing Agent

## *Introduction to Proposers*

### **Summary**

The Ocean County Board of Commissioners is requesting qualifications for the services for Title Binder and Commitment/Insurance And Search Services for Various Projects in Ocean County.

### **Contact Information**

For further information regarding these specifications, contact

**Jennifer Bowens**

Purchasing Agent

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

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

**Department:**

Engineering

### **Timeline**

<b>Advertising Date</b>	December 7, 2023
<b>RFQ Receipt Date</b>	December 28, 2023, 4:00pm

## *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 qualifications from vendors capable of providing Title Binder and Commitment/Insurance and Search Services for Various Projects in Ocean County, Where and As Directed by Various Departments of Ocean County for a one (1) year contract term.

If there are any questions regarding the project, please contact John N. Ernst, Ocean County Engineer, at 732-929-2130.

### **METHOD OF SUBMISSION**

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

You may only submit one (1) proposal. **DO NOT** submit a hard copy of your 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.

## *Evaluation Criteria*

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Location</b> Proximity to County Seat.	Points Based	20 <i>(20% of Total)</i>
2.	<b>Responsiveness</b> 1) Demonstrating thorough understanding of the project requirements (15) 2) Technical quality of the proposal (5) 3) Compliance with all applicable requirements of this Request for Qualifications (10)	Points Based	30 <i>(30% of Total)</i>
3.	<b>Experience</b> 1) Details of recent and similar projects (20) 2) Project team organization (5) 3) Knowledge of Ocean County and all other applicable Public Agency requirements (15) 4) Qualifications of the designated Team Members (10)	Points Based	50 <i>(50% of Total)</i>

## ***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.

## *Scope of Work*

### **SCOPE OF WORK**

Please refer to the PDF under "Attachments - Project Documents" to view the downloadable RFQ 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

**RESPONSE/ QUALIFICATIONS\***

Please upload your vendor response including qualifications for Title Binder and Commitment/Insurance And Search Services for Various Projects in Ocean County.

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

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

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

\*Response required

**FEE SCHEDULE\***

Please upload your rate schedule including all direct and indirect costs associated with the performance of the various tasks project. Costs must include, but are not limited to, direct expenses, payroll, supplies, overhead assigned to each person working on the project and profit.

\*Response required

## **REFERENCES**

Please use this space to upload references.

**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 use this space to upload your certificate of insurance.

**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 space to upload any additional information you would like to be considered as part of this RFQ.

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

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

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

## **PROPOSAL SUBMISSION ACKNOWLEDGMENT\***

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

You may only submit one (1) proposal. **DO NOT** submit a hard copy of your proposal.

Please confirm that you understand that the method of submission for Title Binder and Commitment/Insurance And Search Services for Various Projects in Ocean County 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*  
*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, NEW JERSEY 08753**

***REQUEST***

***FOR***

***QUALIFICATIONS***

***FOR***

**TITLE BINDER AND COMMITMENT/INSURANCE**

**AND SEARCH SERVICES FOR**

**VARIOUS PROJECTS IN OCEAN COUNTY,**

**WHERE AND AS DIRECTED BY**

**VARIOUS DEPARTMENTS OF OCEAN COUNTY**

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

The proposal shall include at a minimum, the items discussed in Section titled “Submission Requirements” and shall be submitted in accordance with Section titled “Method of Submission” of this Request for Qualifications (RFQ).

The introduction background statement should demonstrate the firm's understanding and approach to the project, as well as detail the firm's previous Ocean County experience and/or experience with projects of comparable size and complexity. Specific information should be provided that demonstrates familiarity with the following:

1. Title Search Binder and Commitment/Insurance meeting NJ Green Acres standards.
2. Title Search Binder & Commitment/Insurance meeting the requirement of the Farmland Preservation Program and State Agriculture Development Board.
3. Title issues/standards for deed overlap and gore issues and quiet title experience.
4. Title issues/standards for road right-of-way parcel acquisitions as a report consisting of:
  - A. Legal Description
  - B. Title Binder
  - C. 30 Year, 40 Year, 60 Year and longer Title Search
    - I. Title document showing current owner as Grantee
    - II. Corporation, Limited Liability Corporation, Partnership, etc. document giving names and last known addresses of responsible parties of current owner Grantee
    - III. All documents related to current property regarding easements, dedications, vacations, restriction, especially if current tax map indicates they exist, etc.
  - D. Tax and Assessment Searches
  - E. Search for Water/Sewer/Liens
  - F. State and Federal Court Searches (Upper/Lower)
  - G. Mortgage Liens
  - H. Time limit to submit searches and commitment: 21 days each, exceptions possible
5. Any other work as required by the County, including in court testimony regarding title issues in condemnation matters.

Firms interested in entering into a contract with the County should provide the following:

1. A brief statement of qualifications.
2. The firm's fee schedule for all charges including an hourly rate, searches, direct expenses, and any other expenses that might be billed to the County for services rendered.
3. The firm should also indicate the type of work it is qualified and experienced in performing for the County from the above list.
4. All work must be performed and underwritten by a Title Insurance Company licensed to do business in the State of New Jersey.
5. Length of the firm's experience.
6. Employee resumes and length of experience.
7. References.

## **SUBMISSION REQUIREMENTS**

All responses to the Request for Qualifications ("RFQ"):

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 RFQ will be accepted by the County if received after the time stipulated above.
3. All required documents provided in the Vendor Questionnaire must be filled out and included with your submission. *Please note that, where applicable, the County's preferred method of document submission is DocuSign.*

## **EVALUATION CRITERIA**

Proposal Evaluation: All proposals will be reviewed to determine if they are responsive. A committee, using the criteria set forth herein, will then evaluate responsive proposals. Proximity to the Ocean County seat is an important selection criteria as it relates to the Consultant's ability to respond to public meetings, field operations and to provide the County Engineer with frequent in-person updates.

### **A) 20% Proximity to County Seat (20)**

### **B) 30% Responsiveness to the Request for Qualifications includes:**

- 1) Demonstrating thorough understanding of the project requirements (15)
- 2) Technical quality of the proposal (5)
- 3) Compliance with all applicable requirements of this Request for Qualifications (10)

### **C) 50% Experience and Knowledge of the Firm and Team Members:**

- 1) Details of recent and similar projects (20)
- 2) Project team organization (5)
- 3) Knowledge of Ocean County and all other applicable Public Agency requirements (15)
- 4) Qualifications of the designated Team Members (10)

### **Ranking:**

All proposals will be reviewed for completeness and qualifications.

All complete and qualified proposals will be ranked in accordance with the evaluation criteria.

## **GENERAL CONDITIONS:**

### **1. Proposer's Experience and Qualifications**

- A. The proposer firm must provide an organizational chart specific to those personnel assigned to the project, as well as their qualifications. This shall include, but not be limited to, the resumes, names and phone numbers of assigned personnel, as well as descriptions of similar work and references.
- B. Disclosure of Proposal Contents: All proposals and other material submitted become property of the County and may be returned only at the County's option. Information contained in the proposals will not be disclosed during the evaluation process. Under New Jersey's "Right to Know"



laws, public records are required to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time the Notice of Award is issued.

## 2. Conflict of Interest

A. Each proposal shall include a statement indicating whether or not the firm or any individual working on the contract has a possible conflict of interest (e.g. themselves, spouse or child employed by the County of Ocean) and if so, the nature of that conflict. The County reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the project to be performed by the vendor. The County's determination regarding any question of conflict of interest shall be final.

B. The County may exclude a proposer from submitting a proposal, or may reject a proposer's proposal, after making a written determination that the proposer received payment for assistance in drafting the RFQ, or gained substantial information regarding the RFQ that was not available to the public.

3. **Submission of Proposal:** As discussed in "Method of Submission", Qualifications submitted for **Title Binder and Commitment/Insurance and Search Services for Various Projects in Ocean County, Where and As Directed by Various Departments of Ocean County**, must be submitted electronically. Physical submissions will not be accepted.

4. **Discussions with Proposers:** The County may elect to conduct discussions with responsible submitting firms that have provided qualifications determined to be eligible for award. The purpose of these discussions will be to clarify the firm fully understands, the solicitation requirements. Firms eligible for award shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submissions and before award of the contract for the purpose of obtaining best and final offers. In conducting these discussions, the County may not disclose information derived from proposals submitted by competing proposers.

5. **Rate Schedule:** The proposer shall provide a rate schedule. The rate schedule must include all direct and indirect costs associated with the performance of the various tasks project. Costs must include, but are not limited to, direct expenses, payroll, supplies, overhead assigned to each person working on the project and profit.

6. A statement acknowledging that the proposer shall comply with all conditions outlined. An Officer of the company empowered to bind the company must sign the proposal.

7. **Exception/Alternate Proposals:** To be considered, proposers must follow the instructions outlined in this document. Any exceptions to the terms, conditions or other requirements in any part of the RFQ must be clearly stated in the proposal. Otherwise, the County will consider that all proposals offered are in strict compliance with this RFQ and the successful proposer will be responsible for compliance.

8. **Right to Negotiate:** After the County's completion of the evaluation process, including any discussion held with proposers during the evaluation process, the County may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely on the County. If the County elects to initiate contract negotiations, these negotiations cannot involve changes in the County's requirements or the proposal submitted, which would, by their nature, affect the basis of the source selection and competition previously conducted.

9. **Failure to Negotiate:** If the selected proposer fails to provide information required to begin negotiation in a timely manner, if the proposer fails to negotiate in good faith, if the County and proposer cannot mutually agree to an acceptable expenditure or if the proposer and the County, after a good faith effort, simply cannot come to terms, the County may terminate negotiations with the proposer initially selected and commence negotiation with the next highest ranked proposer.
10. **Intent:** The County intends to award contracts to all qualified firms for Title Binder and Commitment/Insurance and Search Services for Various Projects in Ocean County, Where and As Directed by Various Departments of Ocean County.

## **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.

Professional Liability

1. Errors and Omissions Coverage - not less than \$1,000,000.

**Copies of each insurance certificate shall be furnished to the County with Proposal (when requested) and must state that the County of Ocean is additionally insured.**

### **ADDITIONAL INFORMATION**

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.

The County of Ocean is exempt from any State sales tax or Federal excise tax.

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

“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**

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](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.