



*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  
CORRECTIONAL CHAPLAIN SERVICES***

***ADVERTISEMENT DATE: January 19, 2023  
OPENING: February 9, 2023, 4:00 pm***

## ***REQUEST FOR QUALIFICATIONS***

The Ocean County Board of Commissioners is requesting qualifications for vendors to provide **Correctional Chaplain Services**.

The Request for Qualifications (RFQ) is available on the [County's OpenGov Electronic Bid Portal](https://procurement.opengov.com/portal/oceancounty/) (<https://procurement.opengov.com/portal/oceancounty/>) or by contacting the Ocean County Purchasing Department at (732) 929-2101.

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

# ***INTRODUCTION TO PROPOSERS***

## **Summary**

The Ocean County Board of Commissioners is requesting qualifications for the services for **Correctional Chaplain Services**.

## **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:**

Corrections

## **Timeline**

<b>Advertising Date</b>	January 19, 2023
<b>RFQ Receipt Date</b>	February 9, 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 Correctional Chaplain Services for a one year contract term.

The successful vendor(s) must have a minimum of five years experience in providing Correctional Chaplain Services.

## **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.

## ***IMPORTANT INSTRUCTIONS FOR ELECTRONIC SUBMITTAL***

The County is accepting electronic submissions with ProcureNow by following these instructions:

Sign up for a FREE account at <https://secure.procurenw.com/signup>.

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 opportunity of interest, then click "Draft Response".

Follow the instructions to submit the electronic proposal.

It is important to note that this process should be completed well in advance of the proposal deadline / proposal opening. **DO NOT WAIT UNTIL THE LAST MINUTE.** The County's electronic submission system will not allow electronic proposals 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 ProcureNow submission page.

## ***EVALUATION CRITERIA***

<b>No.</b>	<b>Evaluation Criteria</b>	<b>Scoring Method</b>	<b>Weight (Points)</b>
1.	<b>Qualifications</b> Qualifications of the individuals who will perform the tasks and the amounts of their respective participation	Points Based	30 <i>(30% of Total)</i>
2.	<b>Experience</b> Experience in providing the services requested by the County and references related thereto	Points Based	30 <i>(30% of Total)</i>
3.	<b>Statement of Ability</b> A statement of the proposer's understanding of the Scope of Work and the ability to perform the tasks in a timely fashion, including staffing and familiarity with the subject matter and the County	Points Based	20 <i>(20% of Total)</i>
4.	<b>Location</b> Location (distance) of primary office in relation to the County administrative offices	Points Based	10 <i>(10% of Total)</i>
5.	<b>Responsiveness</b> Thoroughness and completeness of the applicant's submittal	Points Based	10 <i>(10% 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 Correctional Chaplain Services.

**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 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 Correctional Chaplain Services is electronic **ONLY** and that submitting a proposal manually is automatic cause for rejection.

Please confirm

\*Response required

### **SUBMISSION OF PROPOSAL FORMS\***

Proposers shall complete all documents and acknowledge all terms included with this package. All documents should be from this proposal package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

Please confirm

\*Response required

## **SCOPE OF WORK**

In this RFQ, the Ocean County Department of Corrections, is soliciting a qualified individual to provide opportunities for inmate rehabilitation by offering non-denominational (non-denominational is defined as inclusive of all religious denominations inclusive of multi-denominational, interfaith, multi-faith, etc.) religious services and programs which will encourage responsible behavior, promote spiritual growth and moral development, and focus on improving the qualities of faith, family, self, and community; to offer pastoral care, support, and a chaplaincy presence to the inmates and employees of this department; while being sensitive to the existing cultural and religious diversity; to acknowledge the constitutionally protected rights retained by the Ocean County Department of Corrections inmates to believe, express, and exercise the religion of their choice and to provide those opportunities necessary to practice religious freedom that are consistent with the requirements of facility security, safety, health and orderliness.

- A. The contract Chaplain shall coordinate, supervise, facilitate and provide religious programs, services and pastoral ministry to inmates and staff as requested. Clergy and lay volunteers, as well as other community resources should be utilized extensively in the provision of ministry services and activities. Specific activities and programs should include pastoral care, spiritual counseling and guidance, religious studies and services. Services and programs should be provided from a multi-faith perspective.
- B. All Chaplaincy services and programs must be provided under the general guidelines set forth in the Department of Corrections Policy and Procedures. (Attachment A)
- C. The contract Chaplain shall create an environment free of discrimination and harassment for all inmates and staff members with whom chaplaincy work is done.
- D. The Chaplain shall be available in the jail a minimum of 24 hours a week according to a schedule approved by the Warden.
- E. Additional Work Requirements: The successful Chaplain will also be required to comply with the following conditions and/or work requirements:
  1. Maintain stable and effective relationship with institution staff and religious volunteers.
  2. Respond to the multi-denominational (non-denominational) religious and spiritual needs of the inmates confined in the Ocean County Jail;
  3. Maintain close ties with religious leaders representing a cross spectrum of Christian and non-Christian faiths in order to assure that the spiritual needs of all inmates are addressed;
  4. Promote the needs and opportunities of the Chaplaincy program with religious organizations in the local community;
  5. Recruit and coordinate volunteers from community religious groups to minister, provide study groups and services to inmates.
  6. Provide program development, training and supervision of volunteers in order to maintain effective religious programming;
  7. Plan, coordinate and conduct a regular schedule of religious services and activities that meet the spiritual needs of inmates and staff from of a variety of faith groups.
  8. Schedule and/or perform pastoral visits to newly admitted inmates, to inmates who are critically ill, and to those for whom such visits are requested by the individual, physician, family, and other clergy.
  9. Conduct daily pastoral visitation to and for all inmates as a part of the overall chaplain pastoral support program.

10. Develop and conduct weekly religious services which are ecumenical and/or non-denominational in character.
11. Prepare and provide religious, bulletins, schedules and other publications.
12. Prepare reports on the activities and functions of the Chaplaincy on a monthly basis and any other reports as may be required.
13. Establish and maintain accurate files and records.
14. Perform other related duties as required.
15. Sign in and out at a place designated when arriving and departing OCDC
16. Abide by all security requirements of the Ocean County Department of Corrections.
17. Subcontractors must be identified and approved by OCDC prior to assuming any religious activities.

## **QUALIFICATIONS**

1. The Ocean County Department of Corrections requires the contract Chaplain to be an ordained and preferably endorsed for Chaplaincy by and in good standing with, a nationally recognized religious body.
2. Five (5) years' experience in New Jersey in correctional ministry and/or as a correctional chaplain.
3. Five years (5) experience in the recruitment, training, and supervision of volunteers is required.
4. Responders must demonstrate the ability to provide chaplain services to all inmates regardless of denomination or faith.

All responders must submit to a criminal history back ground check and participate in mandatory security orientation training.

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

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

## **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.

### **EVALUATION CRITERIA**

The Warden 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:

1. Qualifications of the individuals who will perform the tasks and the amounts of their respective participation; 30% of total
2. Experience in providing the services requested by the County and references related thereto; 30% of total
3. A statement of the proposer's understanding of the Scope of Work and the ability to perform the tasks in a timely fashion, including staffing and familiarity with the subject matter and the County; 20% of total
4. Location (distance) of primary office in relation to the County administrative offices; 10% of total
5. Thoroughness and completeness of the applicant's submittal. 10% of total

### **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 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**

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.

## **Attachment A**

### OCEAN COUNTY DEPARTMENT OF CORRECTIONS POLICIES AND PROCEDURES

TITLE: RELIGIOUS SERVICES AND COUNSELING

NO. 8.05

EFFECTIVE DATE: 1/1/85

REVISED: 7/1/87, 9/1/91, 1/1/97, 4/1/98, 8/16/99, 8/29/06, 8/11/11, 1/10/13, 8/30/16

**APPROVED BY: Sandra J. Mueller, Warden Board of Chosen Freeholders All Manual Holders**

**DISTRIBUTE TO:**

**Related Codes: NJDOC 10A:31-26.3**

- (a) All inmates shall be afforded full and equal opportunity to practice their religion, or refrain from involvement in religion, subject only to the limitations necessary to maintain order, safety and security.
- (b) Staff at the adult county correctional facility shall provide for inmate participation in religious services on a voluntary basis.
- (c) Representatives from the various recognized religions shall be contacted to provide counseling and religious services.
- (d) Staff at the adult county correctional facility shall ensure that weekly religious services are conducted.

#### **POLICY**

It is the policy of The Ocean County Department of Corrections to afford all inmates full and equal opportunity to practice their religion, or refrain from involvement in religion, subject only to the limitations necessary to maintain order and security. In compliance with State Standards and court decisions we will report each inmate's religious beliefs and will provide time and space for recognized religious services and individual religious counseling.

The Ocean County Jail shall provide for inmate participation in multi-denominational religious services on a voluntary basis.

Representatives from the various recognized religions shall be contacted by the Supervisor of Chaplaincy Services to provide counseling and religious services.

The facility shall ensure that weekly religious services are conducted.

#### **8.05.01**

#### **RESPONSIBILITY**

The Supervisor of Religious Chaplaincy Services is an authorized religious leader from the community. He is responsible for coordinating all religious activities within the jail. The Supervisor of Chaplaincy Services will ensure that the various religious needs of the inmates are met and also that services and counseling are available on a voluntary basis. Staff supervision of the Supervisor of Chaplaincy Services is the responsibility of the Director of Program Services.

**8.05.02 ASSESSMENT OF RELIGIOUS NEEDS**

The Supervisor of Chaplaincy Services will determine the religious needs of the inmates through interviews, sign-up sheets and request forms, etc., and he will also provide liaison with the various denominations as necessary.

**8.05.03 ACCESS**

- A. The Supervisor of Chaplaincy Services will have physical access to all areas of the facility to minister to inmates and staff.
- B. Multi-denomination volunteers shall have access as approved by the Warden

**8.05.04 SCHEDULE OF MULTI-DENOMINATIONAL RELIGIOUS ACTIVITIES**

The Supervisor of Chaplaincy Services will be responsible for providing the Director of Program Services with an updated schedule of religious services and activities. An approved visiting list shall be provided to the custody staff as necessary. All chaplains/clergy and religious volunteers will fill out a security clearance form and be cleared by security personnel prior to being allowed into the facility.

**8.05.05 LEGIT/MATE MULTI-DENOMINATIONAL RELIGIOUS PRACTICES**

All legitimate religions will be afforded equal status and protection. Legitimate religious practices will be determined by the Supervisor of Chaplaincy Services after a review of the literature stating the religious principle that supports the religious practice has been provided. Provisions will be made for inmate access to appropriate clergy or spiritual advisors, publications and religious artifacts, and opportunities to adhere to dietary and other requirements, subject only to the limitations necessary to maintain order and security.

**8.05.06 VISITING CHAPLAINS/CLERGY/ AND VOLUNTEERS ACCESS**

- A. Inter-denomination chaplains, clergy, and religious volunteers interested in providing services, instruction and/or counseling to inmates should be referred to the Supervisor of Chaplaincy Services, the Director of Program Services or the Warden or Warden's designee.
- B. Once the Supervisor of Chaplaincy Services or the Warden or designee has approved the chaplain, clergy or volunteer, security clearance information will be submitted to the Director of Program Services.
- C. Once security clearance is obtained Inter-denomination chaplains, clergy, and religious volunteers will participate in mandatory security orientation prior to entering the facility and will sign that they have read and are familiar with the Volunteer Program Staff Rules and Regulations.
- D. Authorized Inter-denomination chaplains, clergy, and religious volunteers cleared for one-on-one visitation shall use video visitation during professional visiting hours or contact visits, or at other times and locations as cleared by the Warden or the Warden's liaison



8.05.07

**MULTI\_DENOM/NATIONAL RELIGIOUS STUDY CLASSES**

Multi-denominational religious classes will be provided on a regular basis. These classes will be coordinated by the Supervisor of Chaplaincy Services and conducted by various denominations, and will be held in the appropriate multi-purpose rooms.

8.05.08

**MULTI-DENOM/NATIONAL RELIGIOUS SERVICES AND PROGRAMS**

Group multi-denominational religious services will be conducted weekly by authorized multi-denominational religious volunteers from the community who have been approved by the Supervisor of Chaplaincy Services, received security clearance and have participated in security training

1. Depending on group size and room availability, such services will be held in the appropriate multi-purpose room.
2. The Director of Program Services will prepare a schedule of services which will indicate time of service and inmates requesting to attend. Said list will be posted in the Lobby with a copy to the Shift Commander.
3. The religious service is implemented according to the procedure for scheduled programs.

8.05.09

**CLASSIFICATION AUTHORIZATION**

All inmates shall be referred by Program Services staff to the Classification Committee for approval to participate in programs.

Based on the inmates need, classification status and housing, the Classification Committee will authorize the placement and record the approved participation.

Inmates who are not authorized to attend group religious programs by the Classification Committee shall be offered the opportunity for individual religious counseling.

8.05.09

**SPACE ALLOCATION**

The following areas of the jail shall be made available for multi-denominational religious programs and counseling:

1. Justice Complex - fourth floor multipurpose room
2. Justice Complex - fourth floor Library
3. Main Jail - housing unit multi-purpose and interview rooms. Video visitation - all areas