

**INVITATION TO SUBMIT PROPOSAL**  
**Professional Service**

The County of Morris is soliciting proposals from Professional Architectural/Engineering Consultants, licensed to practice in the State of New Jersey, to provide a detailed design study for a proposed consolidation of Morris County's Communications Center Operations.

Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.1, et seq.

Consultants will be selected by a committee on an evaluation of the most advantageous technical proposal, price, and other factors. Proposals will be evaluated on the basis of the following criteria:

1. Consultant's professional qualifications, availability and experience of key personnel working on the project.
2. Understanding of Project Scope of Work, appropriateness of work proposed in task description and guidelines; Consultant's innovation and ingenuity applied to project. Project management plan and scheduling timeline.
3. Prior experience and familiarity working with similar projects either under the supervision of the Morris County Engineer or agencies similar in scope.
4. Cost/Fee Proposal.

Sealed RFP responses must be received by the Purchasing Agent no later than **2:00 pm on Tuesday, July 28<sup>th</sup>, 2009**. For additional information, contact Mr. Doug Scherzer, at 973-285-2948. The County has scheduled a non-mandatory site visit on **Thursday, July 9<sup>th</sup>, 2009 at 10:00 a.m.**, to be held in the auditorium of the Public Safety Training Academy, 500 West Hanover Avenue, Parsippany-Troy Hills, New Jersey.

Proposals (One unbound original, four bound copies and a **CD with a single file document copy in PDF format**) shall be submitted, in a sealed envelope, to:

James Abline, Purchasing Agent  
County of Morris  
P.O. Box 900  
10 Court Street, Room 517  
Morristown, NJ 07963-0900

***“The Title of This Request for Proposal shall be written on the outside of the envelope”***

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the Owner's representative in response to such comments and questions shall be issued by addenda delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written addenda shall be binding. Oral interpretations, statements or clarifications are without legal effect.

The right to reject any or all proposals and to waive immaterial formalities is reserved by the Morris County Board of Chosen Freeholders and the Morris County Purchasing Agent.

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract. Respondents shall assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid. Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the nondiscrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section. No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2000.

**Termination:** If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor violates any requirements of the contract, the Owner shall have the right to terminate the contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination, unless the contract contains more favorable terms to the County of Morris. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums as set forth in the contract. The County shall have the right to terminate this contract for any reason upon 45 days written notice to the Contractor.

## **Bidder Qualifications**

Respondents shall provide a statement setting forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Provide a list of at least three (3) clients for whom services in size and scope have been provided. Include the following in your response:

- Name of government agency, contact person's name, position, current telephone number.
- Dates, scope of services provided, total cost of services.
- Status and comments of current services.

Respondent shall provide the identity and credentials of the principals and other key personnel working on this project, and their areas of expertise.

## **Evaluation Process**

An evaluation committee will review and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

## **Evaluation Criteria**

The criteria considered in the evaluation of each proposal are listed below. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select a vendor most advantageous to Morris County.

- **Professional Qualifications**  
Proposal shall document industry and/or program experience; document experience in performing similar work. Provide a record of reliability of timely delivery and on-budget implementation. Demonstrate availability and experience of key personnel working on the project. In addition, respondents shall provide personnel qualifications in their proposal.
- **Understanding of Project Scope and Innovation**  
Proposal shall demonstrate a clear understanding of scope of work and objectives. Proposal shall be complete and responsive to specific proposal requirements. Demonstrate a good technical approach and work program. Consultant's expanded discussion of the project's scope of work along with any innovative alternatives, technology and techniques. The proposals will be evaluated for general compliance and responsiveness to the County's needs and requests issued in the RFP. Provide project management plan and a scheduling timeline that will meet the County's needs. Detail availability of facilities, equipment and other resources to be utilized.
- **Prior Experience and Familiarity**  
Expertise of the firm shall be demonstrated by past contract successes providing three (3) recent projects with government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services with Morris County, or agencies similar in scope to that requested in this RFP.
- **Cost Criteria**  
Price and its component charges, fees, etc. shall be adequately explained and documented. Proposal shall include quality control and assurance programs. Proposal shall identify sufficient stability and resources to meet obligations.

**DESIGN STUDY FOR A PROPOSED COUNTY-WIDE  
CONSOLIDATED OPERATIONS AND COMMUNICATIONS CENTER  
OUTLINE OF PROFESSIONAL SERVICES**

The County of Morris is seeking the services of a consultant to conduct a detailed design study that will provide with a final conceptual design layout for a proposed consolidated County-wide Public Safety Communications Center, Emergency Management Center, Data Center Facility and County Criminal Investigation Section (Crime Lab), based on requirements identified by the County of Morris.

**I. SCOPE OF WORK AND SERVICES**

The County previously had a study conducted which outlined plans for an independent structure at a different location within the County. Since completion of the study, the County has decided to investigate possible consolidation options available at its' existing Public Safety Training Facility, utilizing a combination of new construction and existing building modifications.

The County is soliciting proposals for the services of a professional Architectural/Engineering firm, authorized to do business in the State of New Jersey, with experience in assessing and preparing recommendations addressing all facets of PSAP/Dispatch Center operations, technology, management, facilities and architectural programming, leading to a conceptual design layout for a consolidated County Public Safety Communications Center, Emergency Operations Center, a centralized Data Center Facility and County Criminal Investigation Section (Crime Lab).

C. Morris County has experienced significant growth in the last decade and has expanded its existing operations to meet those needs. However, it is felt that the current areas identified above will not be able to adequately fulfill future demands in their current capacity as the County's role and requirements expand. The Consultant's first task will be to become familiar with the current County systems and areas described in paragraph B. This will furnish the Consultant with the information required to proceed with the second task, which will result in a conceptual design layout for a County-wide consolidated Operations Center/OEM/Data Center/Crime Lab.

The feasibility study previously conducted by Kimball Associates, will be made available, if requested, as a reference source.

**II. SCOPE OF SERVICES-TASKS**

**TASK I COUNTY SYSTEMS**

This task will be to evaluate the County's Communications and Emergency Management Facility, as well as the County Data Center and Sheriff's Crime Lab areas. The evaluation will serve as the basis for determining the County's consolidation options. The evaluation shall include interviews with relevant personnel in the Law & Public Safety, Emergency Management, Communications Center, Data and Sheriff's departments and shall at a minimum include:

- Space needs of existing equipment.
- Service improvements/efficiencies.
- Technology advancements/incorporation.
- Partnership opportunities.

## **TASK II PROGRAMMING PHASE**

Based upon programmatic requirements and an overview needs assessment, realistic strategies shall be developed, giving consideration to communications requirements, joint departmental operations and priorities, as well as the need to accommodate future technology. A proposed operational design for consolidation shall include, at a minimum:

- Determine Net Square Feet available.  
This is defined as the floor area in actual use.
- Determine Net Square Feet required.  
This is the total area needed by all functions, plus a circulation factor (primary and secondary aisles corridors, etc).
- Determine a Standard.  
Those values assigned to repetitive program elements such as work stations and/or offices in square feet. (Accepted design standards can be used.)
- Determine External Adjacencies.  
This is defined as the functional requirement of a department/group to be in close proximity to another department/group based on priorities. Functions should be determined as “essential” (immediate adjacency is required), “important” (immediate adjacency is highly desirable), or “convenient” (immediate adjacency should be provided, if possible).
- Determine Internal Adjacencies.  
In addition to external/departmental requirements, the proximity requirements of staff or groups within a department should be identified.
- Examine the Existing Facility  
Review the existing facility and plans and determine what resources can be utilized on a part time/as needed basis, i.e. auditorium/classrooms/gymnasium.

## **TASK III SITE EVALUATION PHASE**

The County has identified a possible site for the proposed communications center, which is on the grounds of the present Public Safety Training Academy. (The County will make G.I.S. topography maps available to assist in site and contour review. This phase shall include, at a minimum:

- Site access.
- Site security.
- Building layout and placement within the site. (The County will provide what building plans are available in a PDF format.)
- Parking design and sufficiency of existing spaces.
- Environmental concerns (wetlands, drainage and geo-technical).
- Availability of utilities.

## **TASK IV DESIGN PHASE**

Based upon the results of the above tasks, the Consultant shall prepare an operational structure design for consolidation of all associated departments/functions. The design shall include those items required to fulfill all Federal and State mandates for public safety, emergency management, communications centers, crime lab and data center facilities.

Where appropriate, the consultant shall address both recommended and alternate approaches, which shall include, at a minimum:

- Proposed facility costs and anticipated needs.
- Equipment requirements and associated costs for consolidation.
- Impact on existing work areas.
- An equipment/facility transition plan from existing operations to new consolidated operations, including a timeline to implement the process. It is important that the process take into consideration that NO SERVICE INTERRUPTION will be allowed during this phase.
- Basic operational budget estimates.
- Identification of any future expansion capabilities which may require assimilation of new service areas.
- Interior plans should consist of an operational floor design to include space programming and support systems including the use of existing building space for part time use.
- Considerations should also be given to security and threat assessment mitigation, operational contingency plans, and legacy system integration.
- Preliminary exterior site layout with parking analysis.
- Provide at least (2) two iterations of the design for review and consideration.
- Provide a cost estimate and any associated cost impacts which may affect the design.

### **III. QUALIFICATIONS:**

Applicants shall provide a description of their qualifications relevant to the type of work requested, including relevant experience with previous Operations, Communications, 911 Centers and EOC facility design/construction projects completed in the last (10) ten years. Provide at least three references for the projects, including the project name, owner's name, address, phone and e-mail contact information, the year the project was completed and the budgeted project cost of work.

Due to the technical nature of the study, it is imperative that applicants shall be familiar with, demonstrate good engineering practices, have experience in, and provide work examples of the following terms and concepts: E9-1-1 with call routing, Phase I and Phase II Wireless 9-1-1, ALI-ANI, both wired and wireless conventional radio networks, voter/comparator systems, control stations, Centracom Gold Elite radio consoles, paging and alerting systems, New Jersey E9-1-1 Rules and Regulations, Computer Aided Dispatch (CAD), NFPA Standard 1221, R56 Grounding Standards, R/T and FDDC Circuits, Motorola 4.1 Digital Trunk Radio Systems, simulcast and multi-site systems, LAN/WAN T-1 PRI POTS and FX lines, tone remotes, legacy systems, telephone/Data Center installations and CALEA standards concerning crime labs. Applicants shall demonstrate their experience with all Federal and State requirements for constructing of a secure facility of this type.

### **IV. EVALUATION AND SELECTION:**

Consultants will be selected by a review committee whose determinations are based on the criteria listed in the "Invitation to Submit Proposal". Due to the depth and technical requirements of the proposal, the review committee may, at its discretion, request interviews with any and all respondents. The interview process will afford the committee an opportunity to further assess, in detail, the consultants' qualifications and approach to the study. At that time the respondents will have the opportunity to make a presentation supporting their proposal and approach to the study. The review committee will then make a final recommendation for award of contract to conduct the study.

## **V. WORK PLAN AND FEES**

The Scope of Work shall be completed according to the following time schedule:

- Work shall commence within two (2) weeks after execution of contract and be completed within one hundred eighty (180) calendar days after execution of contract.
- Task I to be completed within thirty (30) days and presented to the County for review.
- Task II to be completed within sixty (60) days and presented to the County for review.
- Task III to be completed within thirty (30) days and presented to the County for review.
- Task IV to be completed within sixty days (60) days and presented to the County for review.

Each of the above tasks has a deliverable document due date and will be prepared in a manner that allows them to be consolidated into a single report, with a summary, at the conclusion of the study. Tasks must be approved by the County before the next task is undertaken.

Based on the above time table the Consultant will schedule a minimum of one (1) progress meeting per month as well as four (4) presentation meetings at intervals to be determined by the County.

## **VI. MISCELLANEOUS**

The County will schedule a non-mandatory site visit on Thursday, July 9<sup>th</sup>, 2009 at 10:00 a.m., to be held in the auditorium of the Public Safety Training Academy, 500 West Hanover Avenue, Parsippany-Troy Hills, New Jersey. At that time any questions will be addressed. Interested parties should contact Doug Scherzer at 973-285-2948 for directions and attendance notification. It is highly recommended that this visit be attended.

The Proposal shall include the Scope of Work, resumes of key personnel to be utilized in this project, examples of similar projects completed by the firm, a project timeline, and the proposed fee.

The Proposal shall include a Lump Sum Fee for all work outlined herein. Costs for any and all miscellaneous services required to complete the project (i.e., mileage, printing, clerical services, testing equipment, hourly work fee breakdown, etc.) shall be included in the Lump Sum Fee.

The Consultant will prepare vouchers on a monthly basis for submittal to the County for processing; payments are scheduled for the second and fourth Wednesdays of each month.

## **Registering a Business with the New Jersey Department of the Treasury**

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted as part of a public bid or prior to issuing a purchase order.

**To register:** Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed form online or by mailing a paper form to the Division. Online filing is strongly encouraged.

- Register online at [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm). Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at [www.nj.gov/treasury/revenue/revprnt.htm](http://www.nj.gov/treasury/revenue/revprnt.htm).
- Call the Division at 609-292-1730 to have a form mailed to you.
- Write the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or Formation. For more information on this subject, visit [www.nj.gov/treasury/revenue/filecerts.htm](http://www.nj.gov/treasury/revenue/filecerts.htm), or call 609-292-9292.

**Registering as an individual:** There is a simplified registration process for individuals doing business with any New Jersey government agency. The form can be downloaded from the web at [www.nj.gov/treasury/revenue/pdforms/regapdf](http://www.nj.gov/treasury/revenue/pdforms/regapdf). To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

**Questions?** Call 609-292-1730 or submit e-mail: [www.nj.gov/treasury/revenue/revcontact.html](http://www.nj.gov/treasury/revenue/revcontact.html).

### **How do I receive the proof of registration certificate?**

- New registrants. When completing Form NJ-REG, make sure you answer “Yes” to the contractor/sub-contractor question (Online: Item 17; Paper Form: Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.
- Previously Registered Businesses. Call 609-292-1730 and select option 3. The Division of Revenue’s service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division’s Client Registration Bureau in person and request a certificate. The address is 847 Roebling Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

**What information does the proof of registration contain?** The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).

**CORPORATE DISCLOSURE STATEMENT**

The undersigned is an - Individual - Partnership - Corporation  
**(Please indicate with circle)**

Under the laws of the State of \_\_\_\_\_

Having principal offices at \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RESPECTFULLY SUBMITTED BY \_\_\_\_\_  
(Name of Corporation, Partnership or Individual)

WITNESS: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

S/ \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

POSITION: \_\_\_\_\_ POSITION: \_\_\_\_\_

SSAN (If Individual): \_\_\_\_\_

FED ID#(IF Incorporated): \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

**NOTE:** If Contractor is a **CORPORATION**, this proposal must be executed by its president, attested to by its secretary or assistant secretary, with the corporate seal affixed thereto. This proposal may be executed and attested to by other than the aforesaid corporate officers if they have been duly authorized to so act in behalf of the Contractor, pursuant to a resolution of the Corporate Board of Directors, or other authorization equivalent thereto. In that event, a certified copy of said resolution or authorization shall be attached to this proposal.

If Bidder is a **PARTNERSHIP**, then this proposal must be signed by at least one partner.

If Bidder is an **INDIVIDUAL**, please indicate Social Security Number in space provided above.

**OWNERSHIP STATEMENT**

List the names and addresses of all stockholders who own ten (10%) percent or more of its stock. If none, so state.

If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.

I certify that the list below contains the names and addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Legal Name of Bidder: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Percentage of Ownership \_\_\_\_\_ %.

Name \_\_\_\_\_

Address \_\_\_\_\_

Percentage of Ownership \_\_\_\_\_ %.

Name \_\_\_\_\_

Address \_\_\_\_\_

Percentage of Ownership \_\_\_\_\_ %.

*(Note: Attach additional pages if necessary)*

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_.

\_\_\_\_\_ (name) being first duly sworn, deposes and says that he is

\_\_\_\_\_ (give title) of \_\_\_\_\_ (Bidder), that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion, communication or conference with any person to fix the bid price of the bidder or any other bidder for the written contract, or to fix any overhead profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner, or any other person interested in the proposed Contract; and that all statements contained in said Bid are true; and further, that the Bidder has not, prior to the official opening of the Bid, directly or indirectly, submitted this Bid, or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof, or to any person who is not an employee of the Bidder, except the Surety which furnished Bid Security and consent of Surety for purposes of the making of this Bid, all in accordance with N.J.S.A. 52:34-15.

\_\_\_\_\_  
(Signature of Affiant)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public)

My Commission expires: \_\_\_\_\_.

**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally-approved or sanctioned EEO/AA program?      Yes     No**   
**If yes, please submit a photostatic copy of such approval.**

2. A Certificate of Employee Information Report (hereafter “Certificate”), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor’s Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval? Yes     No**   
**If yes, please submit a photostatic copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance). The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(REVISED 10/08)

**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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to **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, labor unions, that it does not discriminate on the basis of age, 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, 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**

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the County of Morris, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner 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 owner pursuant to this paragraph.

It is further agreed and understood that the owner 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 provisions 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 owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

## **Insurance Requirements for Vendors & Suppliers Working on Premises**

### **I. Protection of Persons and Property**

The Contractor shall protect all materials and equipment for which he is responsible, which is stored at the project site for incorporation in the work, or which has been incorporated into the work. He shall replace all materials and equipment which may be lost, stolen or damaged at his expense, whether or not such materials or equipment have entirely or partially been paid for by the County.

### **II. Insurance**

A. The Contractor, prior to commencing work, shall provide at his own cost and expense, the following insurance to the County of Morris with insurance companies licensed in the State of New Jersey, which insurance shall be evidenced by Certificates and/or policies as determined by the County of Morris. Each Certificate or policy shall require that a thirty-day (30) notice shall be given to the Purchasing Agent of the County of Morris by registered mail, return receipt requested, if any policy or any individual coverage is altered or cancelled, and for all of the following stated insurance policies. All such notices shall name the Contractor and identify the contract and project number if applicable. Certificates of Insurance shall be delivered to the Purchasing Agent of the County of Morris, prior to the commencement of the project. All Certificates of Insurance shall state that the "County of Morris is an additional insured" for this contract.

### **B. Worker's Compensation and Employer's Liability Insurance**

The Contractor shall provide proof of Worker's Compensation Insurance and be in compliance with the Compensation Law of the State of New Jersey. In the event any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. Employer's Liability: Limit of liability shall be a minimum of \$500,000.

### **C. General Liability**

The Contractor shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$2,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverages.

- Premises
- Operations
- Use of Independent Contractors and Subcontractors
- Products and Completed Operations
- Broad Form Contractual
- Broad Form Property Endorsement
- Fire Legal Liability, \$100,000

The insurance required under this section shall protect the Contractor and his Subcontractor(s), respectively, against damage claims which may arise from operations under this contract whether such operations are by the Insured or by anyone directly or indirectly employed by the Contractor and also against any of the special hazards which may be encountered in the performance of this contract. When such special hazards are encountered, the above coverages shall be provided with the elimination of the XCU exclusion from the policy or otherwise submit proof that XCU is covered.

D. Automobile Liability (if transit to any Morris County office location is required)

Automobile liability insurance, with a combined single limit of liability per occurrence of \$1,000,000 for bodily injury, property damage. This insurance shall include bodily injury and property damage with the following coverage.

- Owned Automobiles
- Hired Automobiles
- Non-owned Automobiles

E. Additional Insurance Requirements

All policies and Certificates of Insurance shall be approved by the County of Morris, Division of Risk Management prior to the inception of any work and shall contain the following:

- Insurers shall have no right of recovery or subrogation against the County of Morris, including its Agents and Agencies, it being the intention of the parties that the insurance policies so affected shall protect the parties and be primary coverage for any and all losses covered by the above described insurance.
- The insurance companies issuing the policy or policies shall have no recourse against the County of Morris including their Agents and Agencies as aforesaid for payment of any premiums or for assessments under any form of policy.
- The Contractor shall assume all responsibility for loss or damage to Contractor's materials, equipment and machinery involved under the contract.
- The Contractor shall assume all responsibility to save the County of Morris harmless from any loss or damage to all materials, equipment and machinery involved under this contract
- All Certificates of Insurance shall state that the County of Morris is carried as "an additional insured" for the purposes of the contract, and shall include Form CG 20100704 attached or its equivalent as determined solely by the Morris County Risk Manager.

F. Professional Liability

The Contractor shall provide a copy of a certificate verifying coverage of professional liability insurance applicable to services to be rendered under this agreement with limits of \$1,000,000/\$2,000,000.

G. Indemnification

The Contractor/Vendor shall indemnify and hold harmless the County of Morris, the Board of Chosen Freeholders, their employees, agents, and servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from the performance of the Contractor/Vendor's work or the completed operations provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property including the loss of the use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor/Vendor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable (including a claim by an employee of the Contractor/Vendor) regardless of whether it is caused in part by a party indemnified hereunder.

In any and all claims against the County of Morris, the Board of Chosen Freeholders, their Employees, Agents and Servants by any employees of the Contractor/Vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor/Vendor under worker's compensation acts, disability benefit acts or other employee benefit acts.

**POLICY NUMBER:**

**COMMERCIAL GENERAL LIABILITY  
CG 20100704**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS –  
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

<b>Name of Additional Insured Person (s) Or Organization (s):</b>	<b>Locations of Covered Operations</b>
Please include in this section the address to the County of Morris	Please include in this section the location address where work will be performed and project name
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insured’s, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another Contractor or Subcontractor engaged in performing operations for a principal as a part of the same project.

## SAMPLE AGREEMENT

**THIS AGREEMENT** made this            day of            ,            , between the **COUNTY OF MORRIS**, a Municipal Corporation of the State of New Jersey (hereinafter “the County”); and

***NAME OF FIRM***  
***ADDRESS LINE 1***  
***ADDRESS LINE 2***  
***ADDRESS LINE 3***

(hereinafter “the Contractor”)

**WITNESSETH** that the parties hereto, for and in consideration of a sum not to exceed TOTAL CONTRACT AMOUNT IN DOLLARS (NUMBERS) received by the Contractor, and the mutual covenants and agreements hereinafter contained, do hereby agree:

I.            Scope of Services.

The Contractor agrees to provide NAME AND DESCRIPTION OF SERVICE PROVIDED, in accordance with the terms of the attached proposal dated DATE OF PROPOSAL, together with the terms and conditions set forth in the Request for Proposal, both of which are attached hereto and made a part hereof for a sum not to exceed DOLLAR AMOUNT (NUMBERS) for the period START DATE through FINISH DATE.

II.            Payment

The County agrees to pay the sum in accordance with said proposal. No payment will be made unless duly authorized by the County’s authorized representative and accompanied by proper documentation. In order to be paid in the normal monthly payment cycle, executed vouchers, together with supporting invoices, must be submitted not later than the first of the month. Vouchers submitted after that date may not be paid until the subsequent payment cycle.

III. Availability of Funds

This agreement is subject to the availability, appropriation and certification of sufficient funds as may be required. This Agreement may be canceled if sufficient funds are not available, appropriated or certified.

IV. Professional Standard of Care

Services performed by the Contractor under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

V. Mandatory Affirmative Action Requirements

Exhibit A, P. L. 1975, C. 127 (N. J. A. C. 17:27), Mandatory Affirmative Action Language, Procurement, Professional and Service Agreements, is an integral part of this Agreement and all conditions and terms included therein are a requirement for its execution, in accordance with state statute. Also, submission of proof of required affirmative action evidence (Letter of Federal Approval, Certificate of Employee Information Report, or pink copy of the completed Form AA302) by the Contractor to the party of the first part must be provided as a condition for execution of this Agreement.

VI. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The Contractor is obligated to comply with the Act and to hold the County harmless.

VII. Applicable Laws; Jurisdiction of New Jersey Courts

By submission of a proposal in this manner, the proposer agrees (a) that the law of the State of New Jersey shall be the operative law in this proposal and in any subsequent Agreement or any related matters; and (b) that the proposer submits to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of this proposal or any subsequent Agreement based on this proposal. This provision shall govern in spite of language to the contrary in any submitted proposal, supporting documentation or contract language submitted with or subsequent to the proposal.

VIII. Insurance Requirements

Prior to commencing work under this agreement, the Contractor shall provide the County with Certificates of Insurance that fully comply with the Insurance Requirements set forth in the Request for Proposal, annexed hereto.

IX. Fair and Open Award

This Agreement is awarded pursuant to a fair and open process in compliance with N.J.S.A. 19:44A- 20.1, et seq.

X. Indemnification

The Contractor shall indemnify and hold harmless the County of Morris, the Board of Chosen Freeholders, their employees, agents, and servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from the performance of Contractor's work or the completed operations provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property including the loss of the use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable (including a claim by an employee of the Contractor) regardless of whether it is caused in part by a party indemnified hereunder.

In any and all claims against the County of Morris, the Board of Chosen Freeholders, their Employees, Agents and Servants by any employees of the Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

XI. New Jersey Business Registration Requirements

A. The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor. Before final payment on the Agreement is made by the party of the first part, The Contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the Agreement, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates and/or subcontractors and each of its affiliates [N. J. S. A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for an Agreement with the party of the first part.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P. L. 2001, c. 134 (C. 52:32-44 et al.) or subsection e. or f. of section 92 of P. L. 1977, c. 110 ( C. 5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

B. In accordance with New Jersey State Law, a current New Jersey State Business Registration Certificate is appended to this document and made a part hereof by reference.

XII. Political Contributions

Starting in January, 2007, 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).

XIII. No Assignment of Contract

The Contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the County.

XIV. No Oral Modification.

This Contract may not be changed orally. Any modification of this contract must be in writing after approval by the Morris County Board of Chosen Freeholders.

XV. Binding Contract

This Contract shall be binding on the Contractor and the County and their respective successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed by their proper officers, their corporate seal affixed, and have hereunto set their hands and seals, all of the day and year first above written.

**County of Morris**

\_\_\_\_\_  
Director, Morris County Board of Chosen Freeholders

**Attest:**

\_\_\_\_\_  
Ilene St. John, Clerk of the Morris County  
Board of Chosen Freeholders

**Contractor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name

**Witness:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name