

INVITATION TO SUBMIT PROPOSAL
Professional Service

Morris County (County) is soliciting proposals from qualified professional consulting firms to support the County in specification development, procurement, installation, and project management for the implementation of Computer Aided Dispatch (CAD), Fire/EMS Records Management (FRMS), and Mobile Data Systems. The successful proposer must have proven experience in planning and implementing CAD and RMS systems of a similar type and size applicable to the County of Morris.

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. Professional qualifications, availability and experience of key personnel working on the project.
2. Understanding of project scope of work along with a good technical approach and work program; Respondent's expanded discussion of the project's scope of work along with innovative alternatives; Project management/organization which demonstrates structure that is coherent and responsive to the County's needs.
3. Prior experience and familiarity with similar projects.
4. Cost/Fee proposal.

Sealed RFP responses must be received by the Purchasing Agent no later than **2:00 p.m. on Tuesday, July 28th, 2009**. Proposals (one unbound original and four bound copies) shall be submitted, in a sealed envelope, to:

James Abline, Purchasing Agent
County of Morris
PO Box 900, 10 Court Street
Morristown, NJ 07963-0900

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 will 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 will 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 will 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 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 interests 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 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 five clients for whom services in size and scope have been provided. Include the following in your response:

- Name of agency.
- Contact person's name, position and 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 principles and other key personnel working on this project, and their areas of expertise.

Evaluation Process

An evaluation committee will review all proposals to determine if they satisfy the proposal requirements and evaluate the proposals based upon the Evaluation Criteria. 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, 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.

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.

1. Professional qualifications, availability and experience of key personnel working on the project. Experience in multi-system public safety communications projects, including RFP development, procurement support, contract negotiations, and project implementation management for similar systems on projects of a comparable scope and scale. Firm and proposed staff participation in, certifications, and knowledge of national standards and best practice settings for public safety communications operations and technologies shall be demonstrated.
2. Demonstrate an understanding of project scope of work along with a good technical approach and work program. Respondent's expanded discussion of the project's scope of work along with any innovative alternatives may be submitted. Project management/organization which demonstrates structure that is coherent and responsive to the County's needs. General compliance and responsiveness to the County's needs and requests issued in the RFP. A project management plan and a scheduling timeline consistent with the County's needs shall be provided. Availability of personnel, facilities, equipment and other resources utilized for this proposal shall be demonstrated.

3. Professional qualifications and experience of the proposed project manager. Demonstrate experience with PSAP/dispatch center organizations and operations. Experience and composition of project team with respect to required technologies including CAD, RMS, Mobile Data, GIS, 9-1-1 Telephony, NG9-1-1, IP Networks, Radio Systems for law enforcement, fire, and emergency medical service agencies. Familiarity with New Jersey and Morris County emergency communications environment.
4. Cost Criteria. Price and its component charges, fees, etc., to achieve County goals. Quality control and assurance programs. Stability and resources to meet obligations.

“Vendor Neutral” firms, not affiliated with any company or individual that may provide any of the systems or components of the required technologies, are eligible to submit a proposal for the required services.

SCOPE OF WORK AND SERVICES

Professional Consulting Services for the Specification Development, Procurement, and Project Implementation Management of a Computer-Aided Dispatch and Related Systems for a Countywide Public Safety Communications Center

I. INTRODUCTION

The consulting services required are to assess system requirements, develop specifications, provide procurement support and project management services which will culminate in the implementation of a new Computer Aided Dispatch (CAD) system and related, integrated public safety communications systems for a potential combined County-wide Public Safety Communications and Emergency Management Center.

Morris County is located in northern New Jersey, approximately 25 miles west of New York City. The County encompasses 481 square miles and is part of the New York City metropolitan area. The County has a year-round estimated population of 470,212 residents (2000 U.S. Census).

Morris County is governed by a seven-member Board of Chosen Freeholders. The members are elected at large to serve three-year terms. The County is comprised of 39 towns, townships and cities. Morris County government, with a workforce of approximately 2200 full and part-time employees, has an annual operating budget of approximately \$294 million. County government provides a variety of services, including public safety, health and human services, economic development, recreation, transportation and environmental services.

Morris County has experienced significant growth in the last decade and has expanded its existing dispatch and communications center operations at its' Morris County Communications Center (MCCC) to meet those needs. Although the bulk of public safety communications services delivery continues to be by the municipalities in the County, the MCCC has expanded and enhanced its technology. The MCCC provides call-taking and dispatching services for eleven (11) municipalities, the Sheriff's Department, the County Prosecutor, the County Park Police and several other agencies. The Center also provides 9-1-1 call-taking for three (3) municipalities.

However, the County's current CAD and related systems will not be able to adequately fulfill future demands of 9-1-1 and emergency communications in the County due to their age and the anticipation of growing workload, and the requirements for additional functionality due to future potential for consolidation of emergency communications in the County.

Currently, there is no "central dispatch" or public safety answering point (PSAP) for the County. The County's system requirements are based on anticipation of consolidating public safety communications into a County-wide system where call taking and dispatch activities may be centralized for up to all thirty nine (39) municipalities in the County.

II. TECHNICAL ENVIRONMENT

Computer Aided Dispatch (CAD)

Morris County currently utilizes a CAD system from Keystone Public Safety (KPS). Keystone Information Systems, the parent company from which KPS separated to form a stand-alone company, originally implemented this system.

The current CAD system, version 10.r.4w, runs on a Microsoft Windows server back end, with MS Windows XP running on dispatcher workstations. Originally installed in 1990, the system hardware was refreshed in 2006. The system uses IBM UniVerse, an extended relational database. UniVerse is well supported by IBM but requires extensions to ANSI-standard structured query language (SQL) to take advantage of the extended capabilities.

While the CAD system has the appearance and some minimal functionality of a Windows-based system, at its core it is character-based with limited functionality and expandability compared to a true windows-based system. In general, the current system lacks contemporary functionality to support high volume, multi-jurisdictional call taking and dispatching.

CAD is currently interfaced with the InfoCop MDC system. This system is hosted by the County and is used by the County and municipalities for which they dispatch, as well as other independent municipalities. This interface has been problematic to establish and maintain.

The system back end supports primary and secondary servers. The data on the secondary server is mirrored in real time. The process of failing over to the secondary server, though, is a manual process.

The MCCC has no mapping system affiliated with CADS, and therefore lacks the functionality associated with the integration of GIS and call-taking and dispatch operations.

Current PSAP operations require each telecommunicator to be able to both answer 9-1-1 calls for service and dispatch resources to events entered into CAD. Some positions have additional responsibilities, such as monitoring the alarm panel. The current CAD system supports this operational model, but as the number of agencies handled by the PSAP continues to grow, and an operational model supporting separate call-taking and dispatch functions by position, it is questionable if the current CAD system could provide the functionality and flexibility to adequately accommodate this methodology.

Records Management System (RMS)

The MCCC does not use an RMS package. The Morris County Sheriff's Office has implemented a law enforcement RMS from Enforsys. The Enforsys RMS is also used by several municipalities within the County.

Mapping

The County has installed and implemented ThinkMap, which is affiliated with 9-1-1 to identify call locations only.

Mobile Data

The County uses InfoCop for mobile data. Instead of relying on two-way radio calls to dispatchers for information, officers can tap into a wireless computer network from laptop computers or wireless handheld PDAs to get complete motor vehicle and warrant information, as well as any photo images.

III. TASKS

PHASE I. PLANNING, ASSESSMENT, SPECIFICATION DEVELOPMENT AND PROCUREMENT SUPPORT

TASK 1.1 Develop and maintain a Master Plan with a Work Breakdown Structure with County Stakeholders and Vendor selected for the acquisition and implementation of the identified technologies.

The Consultant shall provide technical, consultative, reporting, and management support to County Stakeholders, Steering Committee, Vendors, and the County Project Manager throughout the project

TASK 1.2 System Assessment, Requirements Definition, Systems Specifications

The Consultant shall conduct a gap analysis/needs assessment to gain a full understanding of requirements for the systems to be replaced. Through stakeholder interviews, observation of operations, and analysis of the functionality of current systems, the Consultant shall develop and make recommendations regarding the basic requirements for the systems to be procured.

The Consultant shall develop detailed specifications and an overall system design and to provide sufficient information for vendors to respond with valid cost proposals. During this initial task, the County will establish an Evaluation Team to participate in the vendor selection process.

TASK 1.3 Development of Request for Proposal

The consultant shall prepare a specification document to support the County's procurement of the required technologies. The document is to contain the necessary information and organized in a manner to solicit comparable information from qualified vendors to enable the systematic selection of a vendor(s) to provide, implement and service a new CAD system and related technologies to support the County's emergency communications needs.

The organization and content of the RFP, as well as vendor questions and vendor response formats for the RFP, shall be finalized in this task. Instructions for completing vendor reference checks and site visits (if necessary) shall also be documented. Formats for the comparison of vendor responses shall be drafted for use by the Evaluation Team.

Consultant shall develop a draft RFP document, including the Terms and Conditions required by the County for review, comment, and approval by appropriate County authorities. Consultant shall coordinate with the appropriate purchasing entities. Consultant, in close coordination with the County, shall draft Vendor and System Evaluation Criteria, and seek a consensus regarding the relative ranking of these criteria by the Evaluation Team. Consultant shall complete this task by providing the final print and electronic versions of the RFP for distribution by the County.

Task 1.4 Identify Potential Vendors and Market Interest

Consultant shall contact prospective vendors to ascertain their interest in proposing on the County's RFP. Consultant shall update contact names and addresses for the distribution list from these potential vendors. This list of targeted vendors shall then be provided to the County.

Task 1.5 Support Pre-Proposal Conference

Consultant shall attend the County's pre-proposal meeting to allow a question-and-answer period regarding the proposal requirements and procurement process. This meeting shall provide vendors an additional opportunity for dialog and understanding of the project requirements.

Task 1.6 Respond to Vendor Inquiries

Consultant shall assist the County in responding to questions as permitted in the RFP. Consultant shall conduct necessary research and draft the responses to questions for the County's review and approval. As necessary, Consultant shall draft the text of any amendments/clarifications to the RFP and provide to the County for distribution.

Task 1.7 Evaluate Vendor Responses

Consultant, in conjunction with the County Evaluation Team, shall conduct a systematic review and examination of each vendor response. Consultant shall evaluate compliant responses and compile comparison materials according to the previously completed Evaluation Plan. Consultant shall document any questions or issues that require further clarification or information from the responding vendors. Working with the Evaluation Team, Consultant shall also assist with reference calls for the finalist vendors. Consultant shall assist in the ranking for each of the vendor responses and identify the qualitative and quantitative information to support the preliminary ranking. Consultant shall document the Evaluation Team's findings and recommendation regarding the vendor selection. Consultant shall also document any outstanding issues for later contract negotiations with the selected vendors.

Consultant shall independently present findings and recommendations concerning their ranking of vendors to the Evaluation Team for discussion and consideration.

Task 1.8 Assist with Contract Finalization

Consultant shall support the County's Evaluation Team with resolving outstanding issues with the selected vendor(s.) Consultant shall assist with the development of a strategy, and participate in ensuing meetings with vendor representatives. Consultant shall support the Evaluation Team by performing research on comparable costs or on revised technical approaches, as required.

At the conclusion of the evaluation, Consultant shall assemble a Vendor Selection Report summarizing the procurement process and systems selection outcomes. Consultant shall also be prepared to provide a verbal report of the selection process to the County Administrator, Freeholders or other audience.

PHASE 2. PROJECT MANAGEMENT IMPLEMENTATION ASSISTANCE

Upon the execution of a contract between the County and the selected vendor(s), the Consultant shall assist the County with the implementation of the CAD and related public safety systems. The following Tasks shall be required by the County from the consultant:

Task 2.1 Planning and Project Team Support

Consultant shall revise the Master Plan for the project based on the contracted responsibilities of the selected vendor(s), schedule changes, and other aspects of the contract and plans of the vendor, and continue to maintain this plan through project completion. Throughout the implementation phase of this project, consultant shall review, research, and provide expertise on issues presented for discussion and consideration, and assist where necessary in resolving issues as identified. Consultant shall provide supporting documentation (i.e., meeting notes and ‘White Papers’) of project issues and alternatives. As issues are identified and resolved, consultant shall update the project Master Plan and maintain an on-going master list of project issues, including responsible parties, activity toward resolving the issue, and the outcomes of these issues. Consultant shall continue to provide periodic status reports on the progress of the implementation of the procured systems.

Task 2.2 System Design Review

Consultant shall obtain and review detailed functional and technical design plans/network diagrams for the implementation of the CAD and related systems. Systems documentation and system diagrams, schematics, as-built drawings, etc., from system/equipment vendors shall be reviewed for contract compliance. If necessary, consultant shall make recommendations for additions/changes to ensure County needs are met.

Task 2.3 Develop Program Migration Strategies

Consultant shall provide advice and assistance in planning the migration strategies for implementation of the new systems. Consultant shall assist in developing strategies to attain full functionality of the new systems, with minimal impact upon operational activities. The migration plan shall incorporate human, technology and operational factors to maintain delivery of service to the public and emergency providers.

Task 2.4 Training

Consultant shall assist in the development and review the training plans and curricula specific to systems/user training for all CAD and related systems. Consultant shall assist in the organization, scheduling, and oversight of the training necessary for applicable staff to effectively implement the new system.

Task 2.5 Monitor Contract Compliance

Throughout implementation, the Consultant shall assist and make recommendations to the County regarding the acceptance of contract deliverables. Consultant shall review vendor deliverables, monitor vendor implementation activity, and provide objective opinions on the acceptability of these items.

Consultant shall also assist with the evaluation of proposed Change Orders and provide additional analysis and discussion of the proposed alternate approaches and the subsequent cost and schedule impacts.

Task 2.6 Assist with System Testing

Consultant shall assist the County with the organization, structure, and documentation of system testing. Consultant shall assist the County in developing test procedures, structured test data, and in determining the criteria for system acceptance. Consultant shall provide support in the development of error tracking documentation, and participate in meetings with the vendor's technical project teams to discuss and resolve system testing and implementation issues. Consultant shall make recommendations regarding system acceptance to the County.

IV. QUALIFICATIONS

Respondents shall provide a description of their qualifications to do this type of work, including relevant experience with previous public safety communications technology projects completed in the last five years. Provide at least five (5) references for similar type 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 Respondents demonstrate their technical knowledge of CAD systems and related public safety systems that either interface with or are used in conjunction with contemporary CAD systems. Respondents shall demonstrate good technical knowledge and practices, have experience in, and provide work examples of their experience, with E9-1-1 telephony, Phase I and Phase II Wireless 9-1-1, ALI-ANI, Next Generation 9-1-1/IP Networks, public safety RMS, public safety GIS and Mapping systems, wired and wireless conventional radio networks, voter/comparator systems, control stations, radio console electronics, New Jersey E9-1-1 Rules and Regulations, 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, and telephone/IT installation.

V. WORK SCHEDULE AND COST PROPOSAL

Contract shall be in effect from August 1, 2009 through December 31, 2011, or until final system acceptance by the County. Tasks shall be completed with an anticipated completion date of December 31, 2011, when all procured systems are to be implemented and accepted for operation by the County. Proposing firms shall present a work schedule to meet this projected timeline. Task completions, as provided above, must be reviewed and approved before commencement of any subsequent task. For each task, proposers shall identify all deliverables and their due dates. Proposers shall identify time allotted for review and approval of all deliverable documents as part of the work schedule. The proposed work schedule shall be targeted to the following schedule:

- Assessment and requirements definition to be completed by December 1, 2009 and presented to the County for review.
- RFP to be completed by January 15, 2010 and presented to the County for review.
- RFP to be released by March 1, 2010. RFP responses received by April 15, 2010.
- RFP proposals evaluated and ranked by June 15, 2010
- Final system acceptance by December 31, 2011

Respondents should describe their proposed work plan, including the number of personnel, hourly service fees and the number of hours estimated for the services to be rendered and submit as an attachment to the proposal.

Respondents shall provide a total lump sum price for the entire Scope of Work, as well as a payment schedule for the milestones identified in the project tasks.

VI. SPECIFIC PROPOSAL REQUIREMENTS

To promote an objective evaluation of proposals to this RFP, please respond with your information in the same order as the items listed below.

1. Transmittal Letter

Each response to the RFP should be accompanied by a letter of transmittal not exceeding two pages that summarizes key points of the proposal and is signed by an officer of the firm authorized to commit the Consultant to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and email address for the consultant's contact person.

2. Table of Contents

Include a Table of Contents at the beginning which clearly outlines the contents of your proposal.

3. Executive Summary

Provide information from the proposal that summarizes your submittal, focusing on qualifications, project team, and ability to complete the scope of work.

4. Company Information

Provide general information related to your company, its history, and areas of qualification and expertise. Identify any companies you are proposing to use as sub-contractors. Specifically address the following for your firm and any sub-contractors:

- a. Year the company was organized
- b. Identification of company ownership
- c. Financial history of the company covering the last three years
- d. Corporate and regional offices

Attach the most recent copy of your latest financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principles. Also, include the following information: current balance sheet, statement of revenues and expenses, statement of cash flows, and appropriate notes to these documents.

5. Firm Qualifications, Experience, References

Response shall include a discussion of the qualifications, certifications, industry awards, etc., as well as an overview of relevant experience your company has in providing services described in and specific to the Scope of Work. Proposer should fully describe their experience providing consulting support and managing deliverables as outlined in this RFP and as described above. References shall include the client's name, population, and approximate number of employees. For each customer reference, include contact names, phone numbers and e-mail addresses for relevant staff.

6. Project Team Organization and Experience

Provide an overview of your proposed project team, including an organization chart. Include all individuals who will provide direct support to the County on the proposed project. Describe the unique qualifications, skills, and experience of core project team members. Identify the proposed project manager and describe the skills and expertise that qualify the individual to manage a complex public safety information technology project.

The individual proposed as project manager does so upon the concurrence of Morris County and may not be changed without written approval by the County.

For each proposed team member provide a current resume that identifies the individuals skills and experiences and length of service with the firm.

7. Project Approach and Work Plan

Submit a sufficiently detailed description of your approach to achieve the intent of the project and scope of work identified in this RFP. Describe the following:

- Sequence, methods, processes, and controls on deliverables that will be used during the project.
- Describe how the proposed services and proposed work plan will meet the scope of work and deliverables required for this project as described in this RFP.
- A high-level timeline for the project and required support.
- Identify assumptions that your firm is making regarding the County's role, participation, and any other requirements needed to successfully execute this project
- Explain other aspects related to how the project will be managed, including communications, risk management, quality control, change management and other management techniques.

8. Cost Proposal

Respondents should describe their proposed work plan, including the number of personnel, hourly service fees and the number of hours estimated for the services to be rendered and submit as an attachment to the proposal.

Respondents shall provide a total lump sum price including all expenses for the entire Scope of Work, as well as a payment schedule for the milestones identified in or by the project tasks.

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. 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.
- 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, 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/pdfforms/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.

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. 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**

Name of Additional Insured Person (s) Or Organization (s):	Locations of Covered Operations
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.

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