

**COUNTY OF ESSEX, NEW JERSEY**



**REQUEST FOR PROPOSALS**

**CONSULTANT FOR OPERATION AND MAINTENANCE OF  
ESSEX COUNTY WEBSITE**

**10-175**

**PREPARED BY:**

**Anthony Puglisi, Director  
Office of Public Information**

**DUE DATE AND TIME:**

**October 13, 2010 at 11:00 AM**

**CONTACT PERSON:**

**Cheryl L. Goins, Buyer  
Office of Purchasing  
Fax #: (973) 621-5109  
All Questions must be faxed to the Office of Purchasing  
by the first Monday following date of release**

# COUNTY OF ESSEX

If the box contains an  
☒ vendor must  
 submit the required  
 form. If an ☐  
 vendor must read.

## RFP DOCUMENT CHECKLIST

**Pag  
e**

Bidder **Must**  
 Initial Each  
 Item they  
 EXECUTED  
 Below

|                                     |                                                                             |              |  |
|-------------------------------------|-----------------------------------------------------------------------------|--------------|--|
| <input type="checkbox"/>            | <b>General Information</b>                                                  | 3            |  |
| <input checked="" type="checkbox"/> | <b>Vendor Certification - sign</b>                                          | 6            |  |
| <input checked="" type="checkbox"/> | <b>Statement of Certain Political Contributions complete, sign and seal</b> | 7            |  |
| <input checked="" type="checkbox"/> | <b>Applicant's Qualifications and Representations – complete</b>            | 8-13         |  |
| <input checked="" type="checkbox"/> | <b>Applicant &amp; Proposer's Affidavit – complete and sign</b>             | 15           |  |
| <input type="checkbox"/>            | <b>General Provisions</b>                                                   | 16           |  |
| <input checked="" type="checkbox"/> | <b>Technical Specifications - read</b>                                      | 32           |  |
| <input checked="" type="checkbox"/> | <b>Proposal Pricing Form(s) – complete and sign</b>                         | last<br>page |  |
| <input checked="" type="checkbox"/> | <b>Business Registration Certificate Form</b>                               | 28           |  |
| <input checked="" type="checkbox"/> | <b>Stockholder Disclosure Certification Form - sign and notarize</b>        | 26           |  |
| <input checked="" type="checkbox"/> | <b>Non-Collusion Affidavit Form - sign and notarize</b>                     | 30           |  |
| <input type="checkbox"/>            | <b>Americans with Disabilities Act of 1990 Language - sign</b>              | 27           |  |
| <input checked="" type="checkbox"/> | <b>Affirmative Action Language Acknowledgement Form - sign</b>              | 25           |  |
| <input checked="" type="checkbox"/> | <b>Mandatory Equal Employment Opportunity Language Exhibit A - read</b>     | 23           |  |
| <input type="checkbox"/>            | <b>Insurance Requirements – read</b>                                        | 13           |  |
| <input checked="" type="checkbox"/> | <b>Consent Of Insurance Coverage</b>                                        | 14           |  |
| <input checked="" type="checkbox"/> | <b>Addenda Acknowledgement Form – sign</b>                                  | 31           |  |

☐ - means you must read the item(s)

Bidder Signature: \_\_\_\_\_

☒ - means you must provide the required form(s)

## **GENERAL INFORMATION**

### **REQUEST FOR PROPOSAL**

**SUBJECT OF RFP:**

**Consultant for Operation and Maintenance of Essex  
County Website  
RFP# 10-175**

**REQUESTING AGENCY:**

**Office of Public Information**

**AGENCY CONTACT:**

**Cheryl L. Goins, Sr. Purchasing Assistant  
Office of Purchasing  
Fax#: 973-621-5109**

Office of Purchasing, Hall of Records, Room 333  
465 Dr. Martin Luther King, Jr. Blvd.  
Newark, New Jersey 07102

**SUBMISSION REQUIREMENTS:**

Two (2) originals and Four (4) copies should be  
sent to:

James J. Jorgensen, QPA  
Director of Purchasing  
Office of Purchasing, Hall of Records, Room 333  
465 Dr. Martin Luther King, Jr. Blvd.  
Newark, New Jersey 07102

**PROPOSAL ACTIVITIES:**

**1. Timetable:**

|                                       |                              |
|---------------------------------------|------------------------------|
| RFP Release:                          | September 21, 2010           |
| Proposer's Conference:                | <b>NONE</b>                  |
| Closing Date for Receipt of Proposal: | October 13, 2010 by 11:00 am |

**2. Proposers' Conference**

If applicable, a Proposer's Conference will be held on (**See Page 2 under PROPOSAL ACTIVITIES of this document**). All interested proposers are invited to attend; however, each proposer is requested to send no more than two representatives to the Conference. Specific questions concerning the RFP shall be submitted in writing to the Agency Contact person prior to the Conference so any misconceptions can be clarified at the Conference; however, answers may be deferred and provided subsequently.

### 3. **Questions**

Written questions are to be submitted to the Office of Purchasing. The specific RFP section page number to which each question refers is to be indicated. Answers to all questions, as well as copies of the questions, will be given to each Proposer who request such in writing unless a question is of such a nature that it would disclose information proprietary to the asking Proposer. Only responses in writing by the Agency Contact person will be considered official.

### 4. **Submissions of Proposals**

To facilitate the evaluation process, proposer is to submit two originals and four copies of the proposal and any supporting documentation. Additional copies may be requested at a later date for the selected proposal. **Proposals must be received by 11:00 a.m. on (See Closing Date for Receipt of Proposals on Page 2 of this document).** Proposer mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposals by the deadline. Delivery is the sole responsibility of the proposer.

Proposals are to be delivered or sent to:

James J. Jorgensen, QPA  
Director of Purchasing  
Hall of Records, Room 333  
465 Dr. Martin Luther King Jr. Blvd.  
Newark, New Jersey 07102

### 5. **Restriction on Contact with County Employees**

From the issue date of the RFP until a determination is made regarding the selection of a proposal, all contacts with county employees on this matter must be cleared by the Agency Contact person. Proposer shall not approach County personnel with respect to employment during this period.

### 6. **Security of Proposals**

The content of each proposal will be held in strictest confidence and no details of any proposal will be discussed with other proposer or anyone other than those employees or consultants of the County involved in the evaluation process.

### 7. **Prime Contractor Responsibilities**

In the event that a proposal includes the performance of work by another vendor or organization, it shall be mandatory for the prime contractor (i.e., the successful Proposer) to assume full responsibility for such tasks specified in the Proposal. The County will contract only with the successful Proposer. The County will consider the prime Contractor to be the sole contract with regard to all provisions of the proposal. Payment of all charges resulting from the negotiated contract shall be the Prime Contractor only.

### 8. **Incurring Costs**

The County of Essex is not liable for any cost incurred by Proposer in the preparation of proposals or for any work performed prior to the approval of an executed contract.

## **9. Notification of Selection**

After the successful proposal has been selected, all Proposers will be notified of the results. The name of the successful Proposer will be disclosed. Upon selection, the successful Proposer will be invited to negotiate a contract with the County. The contents of the selected proposal, subject to possible updating due to negotiations, together with this RFP and any formal questions and answers disseminated during the proposal process will be incorporated with and made a part of the final contract as developed by the County. Should negotiations fail to result in a signed contract within two weeks, the County reserves the right to terminate negotiations and select the next most responsive Proposer.

## **10. Type of Contract Anticipated**

The County expects to enter into a contract subject to the approval of the Board of Chosen Freeholders, whose general terms are specified in Appendix A. The conduct of the work described in this RFP is to be on either a “fixed fee” or “time and materials, not to exceed” basis.

## **11. Performance Period**

The Performance Period is: **January 1, 2011 to December 31, 2011**

## **12. Basis of Award**

The award of a contract will be made to that proposer whose proposal is deemed to be most advantageous to the County, cost and other factors considered.

## **13. Open Public Records Act**

Respondents should be aware that responses to this [Bid/RFQ/P] will be available, upon request, for public inspection. The County, as an instrumentality of the State of New Jersey, is subject to the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1) and New Jersey Right-to-Know statutory law and relevant case law.

## VENDOR CERTIFICATION

I, \_\_\_\_\_, am duly authorized representative of

---

(hereinafter referred to as "Vendor") which has submitted a proposal to provide the following services to the County of Essex (hereinafter referred to as "County"):

I have reviewed and I am aware of the representations made by the Vendor to the County in its proposal for said contract, dated \_\_\_\_\_.

I am also aware that the County will rely upon said representations in the award of said contract and I certify that said representations made by the vendor are true and accurate.

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

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

**STATEMENT OF CERTAIN  
POLITICAL CONTRIBUTIONS MADE AFTER JULY 11, 1986  
-NEGOTIATED CONTRACTS-**

(This statement is part of the proposal packet)

Ordinance Number 0-86-0007, as amended by Ordinance Number 0-95-0003, adopted by the Board of Chosen Freeholders of the County of Essex, requires that all proposals for negotiated contracts submitted by individuals and/or business entities seeking to provide goods or to perform services for the County of Essex shall contain a statement setting forth each political contribution by them of \$500.00 or more made within five years next preceding the date of said contract, either directly or indirectly, to any County elected political official, County political party and/or County official, political organization, or any State political party.

Set forth name of County elected official, County political party and/or County official, political organization, or State political party to whom a political contribution of \$500.00 or more was made by proposers within five (5) years of the date hereof. If none, write "none".

Name

Amount

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

Proposer \_\_\_\_\_

By \_\_\_\_\_

(Signature)

Print or Type

Name of Signatory \_\_\_\_\_

(LHS:Revised 5/5/95)

## APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

The Applicant/Proposer makes the following statements and representations as part of the Proposal:

1. Applicant/Proposer (firm name or individual): \_\_\_\_\_  
\_\_\_\_\_
2. Address: \_\_\_\_\_  
\_\_\_\_\_
3. Federal Employee Identification Number: \_\_\_\_\_
4. How long have you been in business? \_\_\_\_\_
5. How long at present address? \_\_\_\_\_
6. If incorporated, state date of incorporation and in what state incorporated in and designate whether you are a Not-For-Profit corporation or other classification. (If not a domestic corporation, attach a copy of the Certificate of Authority issued by the Secretary of State of New Jersey pursuant to the General Corporation Law).  
\_\_\_\_\_
7. List below names and addresses of all officers of the Corporation (attach additional sheet(s) if necessary):

Name

Address

Title

## APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

7a. List below the names and addresses of all members of the Board of Directors.

Name

Address

Title

7c. Has any corporation, partnership, association or individual, other than the stockholders(s) herein set forth upon the Stock Holder Certificate, any beneficial interest, directly or indirectly in the stock held by said stockholders?

\_\_\_\_\_yes

\_\_\_\_\_no

If answer is "yes", state the name and address of the corporation, partnership, association or individual having such beneficial interest and specify the nature of such interest. If such beneficial interest is held by a corporation, attach rider giving answer as required in questions 1 through 7b with respect to that corporation.

## APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

8. Are you a partnership? \_\_\_\_\_  
If so, list names and addresses of all partners (attach additional sheet(s) if necessary):
9. If you are doing business under a trade name, give state and county in which certificate is filed.
10. Average number of employees: \_\_\_\_\_
11. Have you ever bid or submitted a proposal on County of Essex business under another name?  
\_\_\_\_\_ If the answer is yes, list below the name or names:
12. Have you any outstanding bids or proposals for contracts with the County of Essex? \_\_\_\_\_ If the answer is yes, list them.

Subject

Requesting Agency

13. Have you any current contract awards from the County? \_\_\_\_\_. If the answer is Yes, please list them including the amount of the award.

Subject

Amount

Awarding Agency

## **APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS**

14. Describe any other contracts for professional services which you have entered into within the past three (3) years beginning with the most recent to least recent (include agency or department name, brief description of the department contact person's name and telephone number). Applicant need not provide more than five (5) such descriptions. Attach additional sheets(s) as required.
  
  
  
  
  
  
  
  
  
  
15. Bank references.
  
  
  
  
  
  
  
  
  
  
16. Submit a copy of your most recent reviewed financial statement.

## **APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS**

17. That the Applicant/Proposer and each person signing on behalf of any Applicant/Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor,
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Applicant/Proposer and will not knowingly be disclosed by the Applicant/Proposer prior to opening, directly or indirectly, to any other Applicant/Proposer or to any competitor;
- (c) No attempt has been made or will be made by the Applicant/Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;
- (d) That no freeholder or other officer or employee or person whose salary is payable in whole or in part from the County Treasury is directly or indirectly interested in the proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits thereof;
- (e) That said Applicant/Proposer is not in arrears to the County of Essex upon any debt or contract, and is not a defaulter, as to surety or otherwise, upon any obligation to the County of Essex, and has not been declared not responsible, or disqualified, by an agency of the County of Essex or State of New Jersey. Nor is there any proceeding pending relating to the responsibility or qualification of the Applicant/Proposer to receive public contracts except:

(if none, Applicant/Proposer will insert "none").

18. That the Applicant/Proposer, if an individual, is of lawful age; that the Applicant/Proposer is the only one interested in this proposal; and that no person, firm or corporation other than that named has any interest in the proposal, or in the contract proposed to be taken.

19. That the Applicant/Proposer fully understands and submits its proposal with the specific knowledge that:

- (a) All proposals must be approved by the County of Essex.
- (b) In the event Applicant/Proposer's proposal is accepted and receives all necessary approvals, the proposal will be incorporated into a contract containing provisions provided by the County of Essex, and that the resultant contract must be approved as to form by the County Counsel of the County of Essex, and approved by the Board of Chosen Freeholders of the County of Essex (if in an amount of \$21,000.00 or more)

## APPLICANT/PROPOSER'S 'QUALIFICATIONS AND REPRESENTATION

20. That the Applicant/Proposer certifies that it is duly licensed to do business in the State of New Jersey and will provide with the proposal all licenses necessary to perform their duties in the State of New Jersey and to obtain necessary insurance coverage as directed by the County of Essex.
21. That the Applicant/Proposer will not alter the personnel assignments shown in the proposal without written consent of the County.

### INSURANCE REQUIREMENTS

The contractor shall assume all responsibility for his/her actions and those of anyone else working for him/her while engaged in any activity connected with this contract. Certificates of liability and workers compensation insurance, satisfactory to the County, shall be filed with the County before the contract is signed. All insurance shall indemnify and save harmless the County, its employees, and agents. Property damage insurance shall be extended to cover damage to underground wires, pipes, conduits, etc., and explosion damage due to collapse.

The County of Essex shall be listed as an additional insured on all policies of insurance, including any applicable umbrella or excess policies, and the Certificate of Insurance shall so indicate.

The minimum amounts of insurance, to be carried by the successful bidder, shall be underwritten by companies as follows:

**Comprehensive General Liability Insurance** as least as broad as ISO Form CG001 1093, Bodily Injury and Property Damaged Combined Single Limit of Liability, in an amount not less than \$1,000,000.00/Occurrence - \$3,000,000.00/Aggregate.

**Professional Liability Insurance** – Proposer shall also maintain professional liability insurance of at least \$1,000,000.00 and shall provide the County with a certificate of insurance as evidence of said policy upon execution of this agreement. Essex County shall be named as an additional named insured for this specific contract of services under the proposer's professional liability insurance policy, if possible.

**Comprehensive General Automobile Liability Insurance and Property Damage** to apply to all owned, hired, and non-owned vehicles, Bodily Injury and Property Damage Combined Single Limit of Liability, in an amount no less than \$1,000,000.00/Accident

**Workmen's Compensation and Employer's Liability Insurance** – The contractor shall take out and maintain during the life of this contract adequate workers compensation and employer's liability insurance for all employees employed in connection with the work and, in case any work is sublet, the Contractor shall require each subcontractor similarly to provide workers compensation and employer's liability insurance for the latter's employees, unless such employees are covered by the protection afforded by the Contractor. Employer's liability insurance shall have limits not less than \$1,000,000.00 each accident and \$1,000,000.00 each employee/\$1,000,000.00 policy limit for disease.

If any work is sublet, insurance of the same types and limits shall be provided by or for each subcontractor.

All policies maintained shall name the County of Essex as an additional named insured and shall provide for thirty (30) days written notice to the County of cancellation, non-renewal, and/or modifications of such policies and the contractor/vendor shall provide the Office of Purchasing with certificates of insurance evidencing such policies and provisions.

All required insurance coverage must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

Bidders lacking such coverage must have the attached "Consent of Insurance" form fully executed and returned with this bid as proof that such coverage will be in place at the time of the signing of the contract. Evidence of actual insurance coverage must be by way of a policy, which shall be submitted to the Office of Purchasing with the return of the signed Memorandum of Agreement, issued by the Office of Purchasing.

## CONSENT OF INSURANCE COVERAGE

WHEREAS, \_\_\_\_\_ as Principal, has submitted a bid proposal to provide goods and/or services as specified in the subject bid proposal to the County of Essex, and whereas, in order for such bid proposal to be considered, proof of insurance must be submitted therewith.

NOW, THEREFORE BE IT KNOWN that, if the County of Essex shall accept the bid of the Principal and the Principal shall enter into a contract with the County of Essex in accordance with the terms of such bid, we the undersigned do hereby state that we will provide the Principal with insurance coverage as set forth below:

- a. The insurance to be provided shall be underwritten by a company licensed to do business in New Jersey.
- b. Comprehensive General Liability Insurance at least as broad as ISO Form CG001 1093, Bodily Injury and Property Damage Combined Single Limit of Liability, in an amount not less than \$1,000,000.00/Occurance - \$3,000,000.00/Aggregate.
- c. Comprehensive General Automobile Liability Insurance and Property Damage to apply to all owned, hired, and non-owned vehicles, Bodily Injury and Property Damage Combined Single Limit of Liability, in an amount no less than \$1,000,000.00/Accident
- d. Worker's Compensation and Employer's Liability Insurance - for all employees employed in connection with the work. Employer's liability insurance shall have limits not less than \$1,000,000.00 each accident and \$1,000,000.00 each employee/\$1,000,000.00 policy limit for disease.
- e. All policies maintained shall name the County of Essex as an additional named insured and shall provide for thirty (30) days written notice to the County of cancellation, non-renewal, and/or modifications of such policies and the contractor/vendor shall provide the Office of Purchasing with certificates of insurance evidencing such policies and provisions.
- f. All required insurance coverages must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

### **PRINCIPAL:**

Sworn to and subscribed  
before me on this \_\_\_\_\_ day

\_\_\_\_\_  
(Bidder's Company Name)

of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Authorized Signature on Behalf of the Principal)

\_\_\_\_\_  
(Print Name)

### **INSURER:**

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Insurer's Company Name)

\_\_\_\_\_  
(Authorized Signature on behalf of the Insurer)

## APPLICANT/PROPOSER'S AFFIDAVIT

The following affidavit must be subscribed and sworn to before a Notary Public or Commissioner of Deeds. (If the applicant is an individual he must be the subscriber; if applicant is a partnership, one of the partners must be the subscriber; if applicant is a corporation, the affidavit must be subscribed by an officer of the corporation who must state what office he holds).

STATE OF NEW JERSEY

ss:

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

AFFIDAVIT

The undersigned hereby certifies to the truth and accuracy of all statements, answers and data contained in this proposal and application, and hereby authorizes the County of Essex to make any necessary examination or inquiry in order to make a determination as to his qualifications and responsibility. The undersigned has examined all parts of the Request for Proposal and understands that it is completely discretionary with the County officials whether to accept, reject, or negotiate its proposal submitted pursuant thereto.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Title

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

**APPENDIX A**  
**GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS**  
**PROFESSIONAL AND TECHNICAL SERVICES**

**1. DEFINITIONS**

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- A. "County" shall mean the County of Essex.
- B. "Controller" shall mean the Controller of the County of Essex.
- C. "Law" or "Laws" shall include, but not be limited to, the Essex County Administrative Code, and any County ordinance, rule or regulation having the force of law, laws and regulations of the State of New Jersey and of the United States.

**2. REPRESENTATIONS AND WARRANTIES**

**2.1 Procurement of Agreement**

- A. The Contractor represents and warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. The Contractor further represents and warrants that no payment, gift or thing of value has been made given or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.
- B. For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for the falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Agreement.

**2.2 Conflict of Interest**

The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Contractor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it.

**2.3 Fair Practices**

The Contractor and each person signing on behalf of any contractor represents and warrants and certifies, under penalty of perjury, that to the best of its knowledge and belief:

- A. The prices in this contract have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this contract and in the proposal submitted by the Contractor have not been knowingly disclosed by the Contractor prior to the proposal opening, directly or indirectly, to any other bidder or to any competitor; and
- C. No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

The fact that the Contractor (a) has published price lists, rate, or tariffs covering items being procured, (b) has informed prospective customers of proposal or pending publication of new or revised price lists for such Items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the above.

3. **AUDIT BY THE COUNTY**

- 3.1 The Contractor covenants and agrees that it shall make its records available to the County Purchasing Director and Controller as they consider reasonably necessary to evaluate its charges and work.
- 3.2 The Contractor shall not be entitled to final payment under the Agreement until all requirements of the County for payment have been satisfactorily met.

4. **COVENANTS OF THE CONTRACTOR**

4.1 Employees

- A. None of the experts or consultants or employees of the Contractor who are employed by the Contractor to perform work under this contract are employees of the County. Nothing in this contract shall impose any liability or duty on the County for the acts, omissions, liabilities or obligations of the Contractor or any person, firm, company, agency, association, corporation or organization engaged by the Contractor as expert consultant, independent contractor, specialist, trainee, employee, servant, or agent, or for taxes of any nature including but not limited to unemployment insurance, workmen's compensation, disability benefits and social security, or, except as specifically stated in this contract, to any person, firm, or corporation.

4.2 Independent Contractor Status

The Contractor represents that it is an independent contractor, and not an employee of the County, and that in accordance with such status as independent contractor the Contractor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the County, or of any department, agency or unit thereof, by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, Workmen's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

4.3 Confidentiality

- A. All information obtained, learned, developed or filed in connection with welfare recipients or their relatives, including data contained in official County files or records, shall be confidential and shall not be disclosed to unauthorized persons except on written consent of the County, or as authorized or required by law.
- B. All of the reports, information or data, furnished to or prepared, assembled or used by the Contractor under this Agreement are to be held confidential, and prior to publication, the Contractor agrees that the same shall not be made available to any individual or organization without prior written approval of the County.

4.4 Books and Records

The Contractor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect, all direct and indirect costs of any nature expended in the performance of this Agreement

4.5 Retention of Records

The Contractor agrees to retain all books, records, and other documents relevant to this Agreement for six years after the final payment or termination of this Agreement, whichever is later.

4.6 Compliance with Law

Contractor shall render all services under this Agreement in accordance with the applicable provisions of federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.

#### 4.7 Equal Employment Compliance

During the performance of this contract, the Contractor agrees as follows:

- A. 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 or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates or 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 the non-discrimination clause;
- B. 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 or sex;
- C. 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 notices in conspicuous places available to employees and applicants for employment;
- D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

#### 4.8 Federal Employment Practices

Contractor and its subcontractors shall comply with all federal civil rights legislation pertaining to employment, and rules and regulations there under.

#### 4.9 Non-Discrimination Against the Handicapped

The Contractor agrees that it will comply with all legislation prohibiting employment discrimination against the handicapped and all regulations, guidelines and interpretations issued pursuant thereto.

#### 4.10 Assignment

- A. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement or of Contractor's rights, obligations duties, in whole or in part, or of its rights to execute it, or its right, title or interest in it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this contract, unless the prior written consent of the County shall be obtained. Any such assignment, transfer, conveyances or other disposition without such consent shall be void.
- B. Failure of the Contractor to obtain any required consent to any assignment, shall be cause for termination, at the option of the County; and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, his assignees or transferees, and all monies that may become due under the contract shall be forfeited to the County except so much thereof as may be necessary to pay the Contractor's employees.
- C. The provisions of this clause shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the laws of the State of New Jersey.
- D. This Agreement may be assigned by the County to any corporation, agency or instrumentality having authority to accept such assignment

#### 4.11 Subcontracting

- A. The Contractor agrees not to enter into any subcontracts for the performance of its obligations, in whole or in part, under this Agreement without the prior written approval of the County. Two copies of each such proposed subcontract shall be submitted to the County with the Contractor's written request for approval. All such subcontracts shall contain provisions specifying:
1. that the work performed by the subcontractor must be in accordance with the terms of the Agreement between the County and the Contractor,
  2. that nothing contained in such agreement shall impair the rights of the County,
  3. that nothing contained herein, or under the Agreement between the County and the Contractor, shall create any contractual relation between the subcontractor and the County, and
  4. that the subcontractor specifically agrees to be bound by this Agreement to the same extent as the Contractor would be in performing such subcontracted work.
- B. The Contractor agrees that it is fully responsible to the County for the acts and omissions of the subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it
- C. The aforesaid approval is required in all cases other than individual employer-employee contracts.
- D. The Contractor shall not in any way be relieved of any responsibility under this Contract by any subcontract

#### 4.12 Publicity

- A. This prior written approval of the County is required before the Contractor or any of its employees, servants, agents, or independent contractors may, at any time, either during or after completion or termination of this Agreement, make any statement to the press or issue any material for publication through any media of communication bearing on the work performed or data collected under this Agreement.
- B. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments attained in such performance, the County shall have a free, nonexclusive and irrevocable right to reproduce, publish or otherwise use and to reproduce, publish or otherwise use and to authorize others to use the publication or parts thereof.

#### 4.13 Participation in an International Boycott

- A. The Contractor agrees that neither the Contractor nor any substantially owned affiliate company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1969, as amended, or the regulations of the United States Department of Commerce promulgated there under
- B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the contractor or a substantially owned affiliated company thereof, participation in an international boycott in violation of the provisions of the Export Administration Act of 1969, as amended, or the regulations promulgated thereunder, the County may, at its option, cancel this contract

#### 4.14 Anti-Trust

The Contractor hereby assigns and transfers to the County all right, title and interest in and to any claims and causes of action arising under the anti-trust laws of the State of New Jersey or of the United States relating to the particular goods or services purchased or procured by the County under this Agreement

4.15 Cooperation and Assistance

In the event that a claim is made or any action is brought against the County in any way relating to the performance of this Agreement, the Contractor shall, upon request, diligently render to the County any and all assistance which the County requires of the Contractor.

5. TERMINATION

5.1 Termination of Agreement

- A. The County shall have the right to terminate this Agreement, in whole or in part:
  - 1. For any reason with 30 days written notice by the Purchasing Agent.
  - 2. For any cause specified in any section of this Agreement.
  - 3. Upon the failure of the Contractor to comply with any of the terms and conditions of this Agreement
  - 4. Upon the Contractor's becoming insolvent
  - 5. Upon the commencement under the Bankruptcy Act of any proceeding by or against the Contractor, either voluntary or involuntary.
- B. The County shall give the Contractor written notice of any termination of this Agreement specifying therein the applicable provisions of subsection A of this section and the effective date thereof which shall not be less than 10 days from the date the notice is received,
- C. The Contractor shall be entitled to apply to the County to have this Agreement terminated by the County by reason of any failure in the performance of this Agreement (including any failure by the Contractor to make progress in the prosecution of work hereunder which endangers such performance), if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to: acts of God or of the public enemy, acts of Government in either its sovereign or proprietary capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, or any other cause beyond the reasonable control of the Contractor. The determination that such failure arises out of causes beyond the control and without the fault or negligence of the Contractor shall be made by the County which agrees to exercise reasonable judgment therein. If such a determination is made and the Agreement terminated by the County pursuant to such application by the Contractor, such termination shall be deemed to be without cause.
- D. Upon termination of this Agreement, the Contractor shall comply with County close-out procedures, including but not limited to:
  - 1. Accounting for and refunding to the County within thirty (30) days any unexpended funds which have been paid to the Contractor pursuant to this agreement
  - 2. Not incurring or paying any further obligation pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by the County in accordance with the terms of this Agreement. In no event shall the word obligation, as used herein, be construed as including any lease agreement oral or written, entered into between the Contractor and its landlord.
  - 3. Turn over to the County or its designees all books, records, documents and material specifically relating to this Agreement.
  - 4. Submit, within ninety (90) days, a final statement and report relating to this Agreement

The report shall be made by a certified public accountant or a licensed public accountant.

- E. In the event the County shall terminate this Agreement in whole or in part as provided in paragraphs 1,2, 3, or 4 of subsection A of this section, the County may procure, upon such terms and in such manner deemed appropriate, services similar to those so terminated, and the Contractor shall continue the performance of this Agreement to the extent not terminated hereby.
- F. Notwithstanding any other provisions of this contract, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of Contractor's breach of the contract, and the County may withhold payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
- G. The provisions of the Agreement regarding confidentiality of information shall remain in full force and effect following any termination.
- H. The rights and remedies of the County provided in this section shall not be exclusive and are in addition to all other rights and remedies provided by law or under this Agreement

## **6. MISCELLANEOUS**

### **6.1 Conflict of Laws**

All disputes arising out of this Agreement shall be interpreted and decided in accordance with the laws of the State of New Jersey.

### **6.2 General Release**

The acceptance by the Contractor or its assignees of the final payment under this contract, whether by voucher, judgment or any court of competent jurisdiction or any other administrative means, shall constitute and operate as a general release to the County from any and all claims of and liability to the Contractor arising out of performance of this contract

### **6.3 No Claim Against Officers, Agents or Employees**

No claim whatsoever shall be made by the Contractor against any officer, agent or employee of the County for, or on account of, anything done or omitted in connection with this contract.

### **6.4 Waiver**

Waiver by the County of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed as a modification of the terms of this Agreement

### **6.5 Notice**

The Contractor and the County hereby designate the business addresses hereinabove specified as the places where all notices, directions or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Actual delivery of any such notice, direction or communication to a party at the aforesaid place, or delivery by certified mail shall be conclusive and deemed to be sufficient services thereof upon such party as of the date such notice, direction or communication is received by the party. Such address may be changed at any time, in writing, by the party making such change and delivered to the other party in the manner as specified above. Nothing in this section shall be deemed to serve as a waiver of any requirements for the services of notice or process in the institution of any legal action.

6.6 All Legal Provisions Deemed Included

It is the intent and understanding of the parties to this Contract that each and every provision of law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to have been inserted herein even if, through mistake or otherwise any such provision is not inserted or is not inserted in correct form.

6.7 Severability

If this contract contains any unlawful provision not an essential part of the contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed-stricken from the contract without affecting the binding force of the remainder.

6.8 Political Activity

There shall be no partisan activity or any activity to further the election or defeat of any candidate for public, political or party office as part of or in connection with this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

6.9 Modification

This Agreement may be modified by the parties in writing in a manner not materially affecting the substance hereof. It may not be altered or modified orally.

6.10 Paragraph Headings

Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this contract and in no way affect this contract

6.11 Payment for Work

Payment to the Contractor shall be in accordance with the County's standard policies and procedures and shall be subject to the filing, by Contractor, of duly approved County voucher forms.

6.12 Attorney's Fees

In the event legal services are utilized as a result of a dispute between the parties under this Agreement, the prevailing party shall be entitled to a reasonable attorneys' fee. Such an award of attorneys' fees to the County, if represented by governmental employees, shall be determined by the reasonable value of the attorneys' services rendered by such employees.

6.13 Breaches and Non-Compliance

In addition to any other remedy provided herein or in law, in the event of any breaches or non-compliance in performance by the Contractor under this Agreement, the county shall have the right to have any such breach or noncompliance corrected and cured by the Contractor.

6.14 Indemnification

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the County of Essex and its employees from and against any and all liability claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract.

## **EXHIBIT A**

(revised 4/10)

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure

that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract~compliance](http://www.state.nj.us/treasury/contract~compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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.**

## AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27

### GOODS AND SERVICES CONTRACTS

#### (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

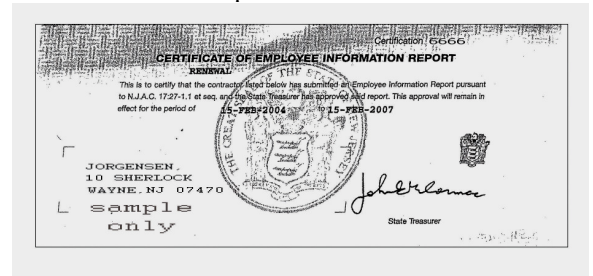
OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Sample of Certificate



The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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 et seq. 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 et seq. and N.J.A.C.17:27.

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

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

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

**STOCKHOLDER DISCLOSURE CERTIFICATION**

N.J.S.A. 52:25-24.2 (P.L. 1977 C.33)

This Statement Shall Be Included with Bid Submission

Name of Business \_\_\_\_\_

☐

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

OR

☐

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

Check the box that represents the type of business organization:

☐

Partnership

☐

Corporation

☐

Sole Proprietorship

☐

Limited Partnership

☐

Limited Liability Corporation

☐

Limited Liability Partnership

☐

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Print name & title of affiant)

My Commission expires:  
(seal)

(Corporate Seal)

**AMERICANS WITH DISABILITIES ACT  
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES**

The contractor and the County of Essex, (hereafter “Owner”) do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. §12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event 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 proceedings 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 this Agreement or otherwise at law.

---

President, Vice President or Signature of Authorized Representative

---

Print Name

---

Title

---

Date

## PROOF OF BUSINESS REGISTRATION (Revised)

Pursuant to PL 2004, Chapter 57, each bidder (contractor) is required to be registered at or before time of bid award. Proof of registration shall be a copy of the bidder's Business Registration Certificate (**BRC**), which must be submitted by or before award of bid. A BRC is obtained from the New Jersey Division of Revenue.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. The NJ State website address for getting registered is as follows: <http://www.state.nj.us/treasury/revenue/gettingregistered.htm> or contact the state by phone at (609) 292-1730.

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

***PLEASE NOTE: NON-PROFIT ORGANIZATIONS ARE EXEMPT-HOWEVER, NON-PROFIT ORGANIZATIONS MUST PROVIDE A COPY OF THEIR 501C STATUS OR EQUIVALENT***

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

TAXPAYER NAME:  
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:  
970-097-382/500

ADDRESS:  
847 ROEBLING AVE  
TRENTON, NJ 08611

EFFECTIVE DATE:  
01/01/01

TRADE NAME:  
CLIENT REGISTRATION

SEQUENCE NUMBER:  
0107530

ISSUANCE DATE:  
07/14/04

Acting Director

FORM BRC(07-01)

This Certificate is NOT assignable or transferrable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE  
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112823533

AS A  
PROFESSIONAL  
COURTESY,  
PLEASE PLACE  
HERE  
A PHOTOCOPY OF  
YOUR NJ BRC

## NON-COLLUSION AFFIDAVIT

State of New Jersey

County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)

in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of  
full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled \_\_\_\_\_ and that I executed the said proposal with  
(title of proposal request)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Essex relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.

Subscribed and sworn to

before me this day \_\_\_\_\_ of

\_\_\_\_\_, 2 \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or print name)

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

(seal)

**COUNTY OF ESSEX**  
**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

| <u>Addendum Number</u> | <u>Dated</u> | <u>Acknowledge Receipt</u><br>(initial) |
|------------------------|--------------|-----------------------------------------|
| _____                  | _____        | _____                                   |
| _____                  | _____        | _____                                   |
| _____                  | _____        | _____                                   |
| _____                  | _____        | _____                                   |

☐ **No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder/company)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **ESSEX COUNTY, NEW JERSEY**

### **REQUEST FOR PROPOSALS (“RFP”) FOR A WEBSITE CONSULTANT**

#### **I. GENERAL**

Essex County, New Jersey (the “County”) wishes to receive Proposals from professional consultants experienced in the operation and maintenance of websites to host and maintain the County’s website in its entirety during the twelve (12) month period from January 1, 2011 to December 31, 2011. Proposals must be responsive to all information sought in this RFP in order to be considered.

The County reserves the right to reject any and all submitted Proposals, to waive any requirements of this RFP and to ultimately select and utilize the Consultant whose services are deemed to be most advantageous and in the best interest of the County.

A contract for the services of a Consultant shall come into force and effect only upon the execution of a contract recommended by the team evaluating the Proposals, and authorized by the County’s Board of Chosen Freeholders. (the “Board”).

The preparation of a Proposal shall be done solely at the expense of the responding party. The County will not reimburse respondents for any costs associated with the preparation and submission of a Proposal.

Upon receipt by the County, all Proposals will become the property of the County. As such, the information contained therein may be subject to public disclosure.

To be considered, a responsive Proposal must be submitted to the Essex County Purchasing Agent, County of Essex, Hall of Records, 465 Dr. Martin Luther King, Jr. Blvd., Room 333, Newark, NJ 07102 by 11:00am, Wednesday, October 13, 2011, at which time all Proposals will be opened publicly and the names of the Proposers read aloud. Evaluation of Proposals and announcement of the award of a contract to the successful Proposer will be done at a later date.

## **II. SCOPE OF SERVICES AND OTHER REQUIREMENTS**

The Consultant shall perform the following tasks and/ or provide the County with the following services:

- a. The Consultant shall host the Essex County Website in its entirety (i.e. graphics, html documents, files for download, archives and constituent e-mail databases) on a professional grade server, such as MySQL or its equivalent, with the capacity to provide sufficient space and operating capability to handle current and archival material, hits, uploads and bandwidth.
- b. The Consultant shall make structural, design and appearance changes to the website as directed and approved by the County's Director of Public Information ( the "Director") or the representative of the Board ( the "Board Representative"), and shall make routine changes and updates on an as-needed basis. Such changes shall include, but are not limited to, editorial content, press releases, messages from the County Executive or the Board, listings of current events, directory changes, announcements and custom queries, and will be made the same business day if received by 3:00 p.m. and by 9:00 a.m. on the following business day if received after 3:00 p.m.
- c. The Consultant shall maintain archived press releases and teamwork award announcements, and provide access to them by website visitors and users.
- d. The Consultant shall have and provide the County with access to an online control panel that will monitor hits on the site and allow viewing of detailed description of site statistics.
- e. The Consultant shall house and back up the County Directory, agendas of meetings and such other items as may be necessary. The Directory should be designed so that it can be searched and downloaded by users, as well as to run administrative queries.
- f. The Consultant shall guarantee the same day posting of items received from the Director or Board, and also that the site has proper security protocols and virus protection to prevent unauthorized tampering and manipulation of the site.
- g. The Consultant shall monitor the site and inform the County verbally and in writing of any tampering ASAP, but within no more than 24 hours should the tampering occur Monday through Friday, and within no more than 48 hours should tampering occur on Saturday or Sunday.
- h. The Consultant shall manage e-mail access, including but not limited to creating and removing e-mail addresses and password management for the Board of Freeholders.
- i. The Consultant shall design and create periodic "e-news" updates as approved by the Director or his/her designee, and send the "e-news" to members of the data base requested by the Director or his/her designee. The Consultant also shall design and create "e-news" updates for the other Departments, Divisions and Offices as

- requested by the Director. In addition, the Consultant shall create, maintain and update data bases requested by the Director.
- j. The Consultant shall monitor and test the site in conjunction with representatives of the County to ensure proper functioning and to update all programs and licenses needed for proper functioning of the site, including but not limited to, Adobe Flash Player and Adobe Reader.
  - k. The Consultant must be experienced in web design and maintenance; be knowledgeable about Essex County, its municipalities, and the structure of its governments; be able to identify State, County and local officials, and be available on a twenty-four (24) hour basis.
  - l. The Consultant must be able to respond quickly in the event of an emergency, and must be available to attend meetings at the Essex County Hall of Records in Newark.
  - m. The Consultant must be capable of maintaining and developing databases in conjunction with County staff, and be able to repair the website.
  - n. The Consultant shall provide access to the Director, Board Representative and other representatives of the County as designated by the Director to allow for updating information on the website, including but not limited to the County Directory, Department and Division web pages, and other areas identified by the Director. The Consultant shall provide comprehensive training and technical support to the employees who have been designated to update the web page.
  - o. The Consultant must make all necessary arrangements to provide a temporary and reliable replacement when he/she goes on vacation or is unable to fulfill an assignment. The Consultant shall submit the name and contact information of his/her temporary replacement no less than five (5) days before the start of the vacation or day off. The temporary replacement must agree to all the terms and conditions provided in the Website Consultant contract. Compensation for the temporary replacement is the sole responsibility of the Consultant and is without additional cost to Essex County.
  - p. The Consultant shall host, maintain and monitor the Essex County Purchasing Portal and provide sufficient space to back up, archive and store data about procurement opportunities and vendor databases. Archived items must be maintained for a minimum of one (1) year. The Purchasing Portal database must be backed up on a daily basis and the Consultant must assist the County in providing an adequate disaster recovery plan. The Consultant must also maintain an import function to import any existing vendor databases, within the County, into the Purchasing Portal registration database.
  - q. The Consultant shall assist the County of Essex in developing and implementing the Workflow Software specification for intranet for interagency access and efficiency.

### **III. CONTENT OF PROPOSAL**

At a minimum, the Proposal must include the following information:

- Name of Consultant.
- Any business name previously worked under.
- Locations of all business offices.
- Number of years in business as a website consultant.
- List of contracts with Essex County Government and affiliated agencies and boards during the last five (5) years.
- List of contracts with other Governmental entities, agencies, and boards during the last five (5) years.
- Professional and non-professional training and education in web hosting, design, maintenance.
- List of lawsuits filed against Consultant during the last five (5) years and the nature thereof.
- List of contracts not completed, or rescinded by the other party during the last five (5) years.
- Provision of three (3) references who will verify experience, timeliness and professionalism in web hosting, design and maintenance.
- Affirmation of ability to adhere to the terms and conditions set forth in the “Scope of Services.”
- Provision of representative samples of work, including website design, website management and e-mail management, matching the criteria set forth in the “Scope of Services.”
- Provision of a list of backup monitors and their contact information.
- Provision of a list of servers, software, and other equipment to be utilized in the performance of Consultant’s services.
- Evidence of insurance satisfactory to the County.
- Financial statements for the past three years, including annual profit and loss statements and year-end balance sheets.

#### **IV. EVALUATION CRITERIA**

The following criteria will be used to evaluate each proposal submitted under this RFP. Each proposer must address each and every evaluation point listed below.

1. Technical Criteria
  - a. Does proposal demonstrate a clear understanding of the scope of work and related objectives?
  - b. Is the proposal complete and responsive to the specific RFP requirements?
  - c. Is the proposer's ability to meet the required timeline and deadline for work documented?
  - d. Has the past performance of the proposer been documented?
2. Training and Experience Criteria
  - a. Has the proposer provided similar services to other public entities?
  - b. Does the proposer document a record of reliability and of timely delivery through his/her references?
  - c. Does the proposer sufficiently document his/her professional training, education and experience and the professional training, education and experience of his/her staff?
  - d. Does the proposer document industry or program experience?
3. Management Criteria
  - a. Does the proposer document sufficient staffing to ensure work is completed and timelines are met?
  - b. Does the proposer document the use of current technology and equipment?
  - c. To what extent does the proposer rely on in house resources vs. contracted resources?
  - d. Does the proposer have sufficient resources to meet the obligations outlined in the RFP?

#### **V. COMPENSATION**

The County will compensate the successful Proposer with compensation of Sixty Five Thousand Dollars (\$65,000) for the twelve (12) month contract period from January 1, 2011 to December 31, 2011. The compensation is payable in equal monthly installments in arrears, inclusive of all costs and expenses incurred by Consultant.