

**COUNTY OF PASSAIC
PROCUREMENT CENTER
495 RIVER STREET
PATERSON, NJ 07524**

PART I

**Cathy D. Marino, Q.P.A., R.P.P.O.
Acting Purchasing Agent**

**Request for Qualification
Fair and Open Process**

NAME OF PROPOSER:_____

CONTRACT PERIOD:_____ **September 1, 2009 thru August 31, 2010**

The County of Passaic is inviting qualified vendors to submit PROPOSALS for Qualifications through a Fair and Open Process in accordance with N.J.S.A. 19:44A-20.4 et.seq. the following:

Re-Bid RFQ Stop Loss Insurance for the County of Passaic

RECEIPT OF PROPOSALS:

This proposal is to be received at 10:00 A.M. (prevailing time) **Thursday August 27, 2009** by the Passaic County Procurement Center, located at 495 River Street, Second Floor, Paterson, New Jersey. 07524

NO BID PROPOSAL SHALL BE RECEIVED IN PERSON OR BY MAIL AFTER THE HOUR DESIGNATED.

DOCUMENT CHECKLIST

This form is provided for the proposer's use in assuring compliance with all the required documents to be submitted with this proposal. Failure to submit these documents could be cause for rejection of this proposal. **Part I** documents are *general* requirements for all County bid proposals. **Part II** documents are *specific* to **Passaic County** requirements

Required By County	APPLICATION COVER	Read, Signed & Submitted by Proposer
<u> X </u>	Stockholder Disclosure Certification (Exhibit I)	_____
<u> X </u>	Non-Collusion Affidavit (Exhibit II)	_____
_____	Bid Guarantee (10% Bid Bond, Certified Check, or Cashiers Check) (Exhibit III)	_____
_____	Consent of Surety (Exhibit IV)	_____
<u> X </u>	Last Page Signature (Exhibit V)	_____
<u> X </u>	Bid Proposal Forms	_____
_____	Public Works Registration Certificate	_____
<u> X </u>	State of NJ Business Registration Certificate	_____

Business Registration Certificate is required for all proposers, except for non-profit organizations

Specifications and instructions may be obtained at the Procurement Center. Respondents shall comply with the requirements of P.L. 1975 C127 (N.J.S.A. 17:27et seq.) A copy of your NJBRC shall be included with your proposal.

All required documents are waivable at the discretion of the Passaic County Board of Chosen Freeholders.

**COUNTY OF PASSAIC
NOTICE TO BIDDERS
FAIR AND OPEN PROCESS**

Notice is hereby given that sealed proposals will be received **on Thursday August 27, 2009 at 10:00 a.m.**, by the County of Passaic in the Procurement Center, located at 495 River Street, Paterson, New Jersey. 07524 for the following:

Re-Bid RFQ Stop Loss Insurance for the County of Passaic

Proposal and specifications may be obtained either by mail, from our website (*Exempt Services RFP Notice*) www.passaiccountynj.org or pickup at the Passaic County Procurement Center, located at 495 River Street, Second Floor, Paterson, New Jersey 07524 or by contacting the Procurement Center at (973) 247-3300 during regular business hours (8:30 a.m. - 4:30 p.m.). **Proposals must be submitted on the forms supplied with 5 copies.**

Proposals must be received either in person at the hour designated in this advertisement, or previous thereto by Delivery, Mail, or overnight delivery service to the 495 River Street, Second Floor, Paterson, New Jersey 07524. The County of Passaic is not responsible for any proposals that is either mailed or overnight delivered from not arriving at the prevailing time.

Please take note that some overnight delivery services are now offering a new service, which guarantees delivery of your packages by 7:00 am. The county offices are not open at this early hour and some vendors are discovering that the delivery services will not re-attempt delivery of the package until after the bid opening. Please be guided accordingly. It is incumbent upon you, the proposer, to insure that your bid is received and delivery is not simply attempted prior to the bid opening.

The proposal must be accompanied by all documents required by the conditions and specifications for submitting a proposal. Bidders are required to comply with the requirements of p.L. 1975, c 1 27 (N.J.A.C.17:27-5.2) concerning affirmative action goals.

The Board of Chosen Freeholders of the County of Passaic reserves the right to consider the bid proposals for sixty (60) days after the receipt thereof; and further reserves the right to reject any and all proposals, waive informalities, and make such awards or take action as may be in the best interest of the County.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17: 27

If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27"

Proposals and copies must be submitted in sealed envelopes addressed as outlined above with the name of the applicant on the envelope (which is supplied with this proposal and the application forms.) Proposals not physically received at the Passaic County Procurement Center by the time and date specified will not be accepted for consideration. Extensions or exceptions cannot be granted, and the County takes no responsibility for delays in mail or delivery services. Facsimile transmissions will not be accepted.

Cathy D. Marino, Q.P.A., R.P.P.O.
Acting Purchasing Agent
County of Passaic
Procurement Center
495 River Street
Paterson, NJ 07524
(973) 247-3300

GENERAL INSTRUCTIONS AND CONDITIONS

PROCEDURE FOR SUBMITTING A PROPOSAL:

This proposal shall be delivered either in person at the hour designated above and in the advertisement on Page 2, or previous thereto by hand delivery, regular mail or overnight delivery to the Passaic County Procurement Center located at 495 River Street, Second Floor, Paterson, New Jersey 07524.

Proposals delivered by regular mail, overnight delivery or hand delivered to the Passaic County Procurement Center prior to the date and time of receipt of proposals, shall be inserted into the enclosed envelope only and sealed. The name and address of the proposer is to be written on the outside of the envelope for identification purpose.

Any proposer who has mailed, hand delivered or overnight delivered proposals to Passaic County Procurement Center Office ahead of time may attend the proposal opening for the reading of the proposals. However, the County of Passaic is not responsible for any proposals that is either sent by mail or overnight delivered from not arriving at the prevailing time. Proposals received after the designated time and date will be returned unopened. Proposals will be opened and read aloud at the prevailing time. Proposal Packages will not be available for review until the Department of Purchasing or the appropriate using Department has the opportunity to review and evaluate the results of the proposals.

CONDITIONS FOR SUBMITTING A PROPOSAL:

1. Proposals must be submitted in ink or typewritten ONLY. The County of Passaic reserves the right to reject any penciled proposals.
2. Proposers must not submit proposals with qualifying conditions or provisions.
3. Proposers are urged to read and familiarize themselves with the conditions, legal notice, specifications and proposal as outlined herein.
4. Proposers must not submit more than one (1) unit price per item or submit prices on more items than is requested, or the proposal shall be rejected as "Conditional".

THE FOLLOWING CONDITIONS FOR SUBMITTING A PROPOSAL CANNOT BE WAIVED:

The specifications and proposal must be submitted in their entirety, completed and signed on the LAST PAGE, as detailed therein, with:

5. A non-collusion affidavit, Exhibit II which must be SIGNED AND NOTARIZED, and
6. Submit Required Affirmative Action Evidence upon proposal award, and
7. In all cases, where applicable, a certified check, or cashier's check, bid bond utilizing our form Exhibit III attached, issued to the Passaic County Treasurer in the amount of 10% of the bid proposal not to exceed \$20,000 guaranteeing acceptance of the contract if awarded, and
8. A statement (Exhibit I) setting forth the names and addresses of all stockholders in a corporation who own ten percent (10%) or more of its stock of any class, or all individual partners in the partnership who own a ten percent (10%) or greater interest therein, and or sole proprietor or not for profit corporation.
9. In all cases, where applicable, Service, Maintenance and Installation Contracts shall require a certification from a surety company (Consent of Surety), stating that it will provide the contractor with a guarantee performance bond in the amount of the contract utilizing our form, Exhibit IV, attached.

If any discrepancies or omissions appear in the specifications, the bidder shall notify the Purchasing Director in writing of any such discrepancy or omission.

PROPOSERS ARE RESPONSIBLE FOR ERRORS MADE BY THE PARTY SUBMITTING

THE PROPOSAL.

NON-COLLUSION AFFIDAVIT EXHIBIT II:

The proposer must submit a signed non-collusion affidavit, which is attached to each proposal, and must be notarized.

BID SECURITY GUARANTEE: The proposal, when submitted, shall be accompanied by a bid security guarantee in the form of a certified check, cashier's check or Bid bond utilizing our form, Exhibit III attached, made payable to the County of Passaic Treasurer, in the sum of not less than ten percent (10%) of the amount of the proposal, except that the amount of the check or bid bond need not exceed \$20,000.00 Pursuant to N.J.S.A. 40A 11-21.

The surety company providing the Bid Bond, if required with this bid proposal, consent of surety and the performance bond must, be authorized pursuant to the New Jersey Statutes to carry on business in the State of New Jersey as specified in N.J.S.A. 17:171 (G) and must have Best's Rating of B+ or better and a Best's Financial Size Category of VII or larger, the minimum ratings and the financial size categories are those listed for the Surety Company in the most current issues of Best's Hey rating Guide, Property-Casualty, published by the A.M. Best Company, Oldwick, New Jersey.

RETURN OF BID SECURITY:

N.J. S.A. 40A: 11-24 provides for the return of deposits as follows: All bid security, shall be returned, unless otherwise requested by the proposal, within ten (10) days after the opening of the bids, Sundays and Holidays excluded, and the proposals of such bidders shall be considered as withdrawn. Within three (3) days, Sundays and Holidays excluded, after the awarding and signing of the contract and the approval of the contractor's performance bond, the bid proposal security of the remaining unsuccessful bidders shall be returned to them.

CERTIFICATE OF SURETY:

Pursuant to N.J.S.A. 40A: 11-22, the proposal must be accompanied by a certificate from a surety company duly authorized to do business in this State and satisfactory to the Board of Chosen Freeholders of the County of Passaic, stating that such surety company will provide the proposal with the guaranty performance bond or other security required as a guarantee indemnification, required in the specifications, conditioned upon the faithful performance of any and all provisions of the Contract, utilizing our form, Exhibit IV attached. **For Merchandise only, this certificate will be required if the total bid submitted is more than \$125,000.00.** In all cases, Service, Maintenance and Installation Contracts shall require a certification of surety,

PERFORMANCE BOND:

The successful bidder shall, **when applicable**, simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred (100%) of the acceptable bid proposal as security for the faithful performance of this contract,. On Multi-Year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract. Submission of Performance Bond, if required for this bid proposal, is a condition precedent to a contract award. After receipt of such a performance bond and other submission required by the bid proposal specifications, the bid proposal will be accepted and a signed contract and a purchase order will be forwarded to the successful bidder.

AFFIRMATIVE ACTION STATEMENT:

The Provisions of Chapter 127, Public Laws of 1975, (N.J.A.C. 17-27) are applicable to this contract. Proposers are required to familiarize themselves and comply with the requirements of the State of N.J. statutes. . See Exhibit A for Goods, Professional Services and General Service Contracts. See Exhibit B for Construction Contracts.

REQUIRED AFFIRMATIVE ACTION EVIDENCE: All successful vendors must submit within seven (7) days of the notice of intent to award or the signing of the contract, one of the following:

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval or
2. A photocopy of their Certificate of Employee Information Report or
3. A completed Affirmative Action Employee Information Report (AA302).

STATE OF NJ BUSINESS REGISTRATION CERTIFICATE:

You are alerted to this law C57 Laws of 2004 (S1778 signed 6/29/04) that expands the **State Contractor Business Registration Program** to local government contracts (including purchase orders/ vouchers) effective September 1, 2004. It applies to both quotations below the threshold and purchases above the threshold.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.

The law provides that:

A copy of the Business Registration Certificate issued by the NJ Dept. of Treasury shall be provided at the time any bid or RFQ is submitted; failure to do so is a fatal defect that cannot be cured;

A copy of the Business Registration Certificate shall be submitted before any purchase order or other contracting document can be issued;

Contractors are responsible for notifying subcontractors.

It is anticipated that the Dept. of Treasury will promulgate rules, which may require further communication at a later date.

SIGNING OF CONTRACT:

After an award of a contract by the Board of Chosen Freeholders, the successful proposer will be required to return an executed contract within ten (10) calendar days of physically receiving the contract for execution.

RIGHT-TO-KNOW -M.S.D.S. AND LABELING REQUIREMENTS:

Per N.J.S.A. 34:5A-1 ET Seq. (Workers and Community Right to Know Act), the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9), which includes substances that could pose a threat to the health and safety of employees. Therefore, **where applicable**, under the provisions of N.J.A.C. 8:59-7, each proposer must furnish the County of Passaic a "Materials Safety Data Sheet" for each product they supply the County of Passaic which contains a substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9). The County of Passaic request that a copy of the applicable Material Safety Data Sheet be forwarded with the delivery of a product to the appropriate County Department, or the County warehouse. Furthermore, under the provisions of N.J.A.C. 8:59-5, each product shall have a label affixed or stenciled onto any container that contains such substance and is going to be supplied to the County of Passaic.

INSURANCE:

Unless otherwise agreed in writing by the County, the contractor shall maintain such insurance as will protect him from all claims under Worker's Compensation Acts; General Liability Insurance protecting him from any other claims for damage for personal injury, including death, which may arise from operations under this contract, whether such operations are by himself or by any sub-contractor or anyone directly or indirectly employed by either of them, and property damage. Guarantees of such insurance shall be in the amount of \$100,000.00 to \$300,000.00 and filed with the County if it requires, and shall be

subject to its approval for adequacy of protection.

The Contractor shall carry Business automobile Liability Insurance covering any owned auto (symbol 1) in limits not less than \$250,000.00 bodily injury liability each person, \$500,000.00 each accident and a \$100,000.00 property damage liability or \$500,000.00 combined single limit. If coverage is provided under simplified auto forms, the County of Passaic is to be named as an additional insured as respects the acts of the Contractor.

The Contractor shall furnish a certificate of insurance for both Worker's Compensation and Auto Insurance. The certificate will state that insurers will provide the County of Passaic with not less than 30 days notice of termination of coverage.

In the event the Contractor shall cause his insurance coverage to lapse, the Contractor shall immediately notify the County of Passaic of such occurrence. In addition the insurance policy additional named insured provision shall contain language regarding the insurer to provide timely notification to the County about lapse in coverage.

SUBCONTRACTING:

The holder of the contract shall not sub-contract any part of the contract without prior written permission of the County of Passaic.

PUBLIC DISCLOSURE REQUIREMENTS:

The provisions of Chapter 33, Public Laws of 1977 (N.J.S.A. 52:25-24.2). (the notice of 10% ownership interest) are applicable to this contract. Bidders are required to familiarize themselves and comply with the requirements of the statutes. Failure to supply this information before or with your bid proposal shall be cause to reject the bid.

COMPETITIVE CONTRACT AWARD:

The original proposal must be submitted in its entirety, completed as detailed. A copy is to be retained by the bidder. Contract (s) of purchase shall be awarded by the Board of Chosen Freeholders, County of Passaic. The County has retained the services of Brown & Brown Metro, Inc. to review proposals for stop-loss insurance

The methodology for the awarding of competitive contracts shall be based on an evaluation and ranking which shall include technical, management and cost related criteria, and include a weighting of criteria, all developed in a way that is intended to meet the specific need of the County. Each component can be broken into subparts and a weight assigned accordingly. The weighting or scoring of methodology is only disseminated at the opening of the proposals. Proposals, which show any omission, irregularity, alteration of forms, additions not called for, conditions, or unconditionally unresponsive proposals, obviously unbalanced, shall be rejected. This proposal is irrevocable by the subscriber, or his, their or its personal or legal representative- This proposal, if awarded there under, is made to the subscriber by the Board of Chosen Freeholders of the County of Passaic, and if accepted by the County of Passaic in writing after such award, shall bind the subscriber his, their, or its heirs, executors, administrators or successors.

Assignment to any third party of any monies due or to grow due the bidder or any contract based on this bid proposal is absolutely prohibited and will not be recognized by the County. Should any such assignment of monies be filed with the County of Passaic, the County reserves the right thereafter to refuse all bids from the bidder violating this provision.

The County of Passaic reserves the right to reject the proposal of any bidder who has previously been disqualified or whose contract has been terminated or who has otherwise failed to comply with the terms of any public contract, including contracts with

the County of Passaic.

DOMESTIC PRODUCTS:

American goods and products are to be used where possible or wherever available, as per County of Passaic Resolution dated April 20, 1983, "Buy American", pursuant to the provisions of N.J.S.A. 40A] 1-18.

UNIT PRICES:

Bidders submitting more than one (1) unit price per item and submitting more items than requested in the specification shall have their bid proposal rejected as conditional. All unit prices are to be net. No discounts, any trade or other discounts are to be included in one net unit price. The prices are for the items delivered to the institutions and departments, an/or services rendered. The County of Passaic reserves the right to correct any arithmetical or typographical errors in the extensions of the unit price, and the corrected extensions will then be totaled. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail.

QUALITY AND BRAND:

All supplies bid upon are to be as per brand or brands submitted as "equal" or better. Bidders must submit BRAND as well as unit price and total on each item bid upon. In the event the bid is based upon "equal," complete specifications must be attached to the bid, and samples may be requested whenever applicable.

Damaged merchandise will not be acceptable. In case of failure to furnish any or A of the articles herein specified in accordance with said advertisement and this proposal and bid and the agreement affected thereby, the County of Passaic may purchase said articles elsewhere and deduct the cost from the account of the successful bidder.

COUNTY RECYCLING PROGRAM:

To emphasize and reinforce the social, economic and environmental importance of recycling and source reduction, the County of Passaic has instituted an official policy, which favors the purchase of recycled products and the environment for prudent product use.

It is an ongoing objective of the County of Passaic to continue research and development in the area of recycled product purchases and to evaluate purchasing practices and waste reduction guidelines on a continuing basis to remain current with new technology, products and techniques.

The County of Passaic has made a strong commitment to reduce waste whenever possible. All vendors servicing the County will be expected to decrease the amount of packaging materials used and to use recyclable or reusable packaging.

DELIVERY:

All articles shall be delivered to all Departments and Institutions specified with all charged prepaid, (F.O.B.

Destination) in such quantities as ordered by the County of Passaic, which may be greater or lesser in amount than herein specified, and if no specific time for delivery is included by the County of Passaic when the order is given, then such goods must be delivered immediately. **No additional charges will be allowed for any transportation cost resulting from partial shipments made at the vendor's convenience.**

GUARANTY/WARRANTY:

The bidder hereby certifies that the equipment offered is standard new equipment, the latest model or regular stock product, with parts regularly used for the type of equipment offered, that such parts are in production and none likely to be discontinued. All new equipment is to be unconditionally guaranteed for a period of one year from the time of delivery unless specified otherwise. And that all warranties expressed or implied are passed through by the manufacturer of the equipment.

The bidder further warrants that these products are free from defects in material and workmanship and during the warranty period will repair any defect in material or workmanship.

TERMINATION:

In the event that the Contractor shall fail to comply with any of the conditions herein provided, and as covered by the Contract, the Purchasing Director shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) days. In the event of the failure of the Contract to remedy the same within said period, the Purchasing Director shall take steps to terminate the contract, and the performance bond shall be forfeited.

QUANTITY:

It is understood that the quantities listed are estimated quantities based upon both previous consumption and estimated consumption for the present contract, and they will control in the awarding of the contract. However, the County of Passaic reserves the right to decrease in any amount the quantities herein specified, because estimates are supplied by the institutions and departments, and lead time may make certain requests obsolete and unnecessary during the contract period. The County of Passaic reserves the right to increase up to twenty percent (20%) the quantities herein specified. Furthermore, the actual orders may be greatly decreased in quantity for any and all items on the bid proposal form, and some items may not be ordered at all.

LIQUIDATED DAMAGES - CAPITAL EQUIPMENT:

If any of the terms and conditions of the contract are violated or if there is a failure to perform the contract in accordance with its terms and conditions including but not limited to the delivery requirements, the County of Passaic shall be entitled to liquidated damages. If the vendor fails to deliver the equipment as specified in the bid proposal, the County of Passaic is entitled to \$150.00 per day as liquidated damages, and not as a penalty.

TAXES:

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

ANTI-KICKBACK ACT:

The bidder shall comply with the applicable regulation of the Secretary of Labor, United States Department of Labor, and pursuant to the so-called "Anti-kickback Act", of June 13, 1934 (48 Stat. 863: Title 18 U.S.C., Sec. 874, and Title 40 U.S.C, Section 276 c) and any amendment or modifications thereof, and shall cause appropriate provisions to be inserted in Sub-Contracts to insure compliance therewith by all sub-contractors.

By submission of this proposal, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and the successful bidder shall, at this own expense, defend any and all actions or suits charging such infringement, and will save the County harmless in any case of any such infringement.

No vendor shall influence, or attempt to influence or cause to be influenced any County officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

As November 1986, all New Jersey Governmental Agencies are mandated to comply with Public Employment Occupations Safety and Health Act legislation, which closely adheres to the Federal Occupational Safety and Health Act of 1970, requiring compliance with safety standards thereof. As of this date, all equipment owned and operated by the County of Passaic shall meet the established standards.

BIDS FOR THE PURCHASE OF TEXTILES AND ITEMS OF APPAREL:

In accordance with Resolution No- R-26 of the Passaic County Board of Chosen Freeholders adopted on July 1, 1998, the following terms and conditions shall apply to all bids for the purchase of textiles and items of apparel,

Section 1: The procedures and guidelines set forth herein shall apply to items of apparel and textiles, such as clothing, headwear, footwear, linens and fabrics. As well as to any other industry designated by the Freeholders as vulnerable to sweatshop conditions.

Section 2: In order to ensure that Passaic County contracts with vendors have responsible employment practices, the following criteria will be used in contracting for goods and services:

- A. Preference will be given to goods and services produced in the U.S.A.
- B. The County of Passaic will, whenever possible, only contract with vendors with responsible employment practices, as defined in Section 3 B below.

Section 3: The County of Passaic shall require of every bidder for County contracts covered under Section 1, and Annually from every provider Of goods covered under Section 1:

- A. Disclosure of all subcontracts and sites. The bidder or vendor shall identify the name and address of each subcontractor to be used, as well as the address of all locations, including subcontractor location, substantially involved in providing goods or services covered by this act.
- B. Certifications of Compliance - the bidder or vendor shall certify that each location including subcontractor locations, substantially involved in producing or distributing goods and services covered by this act meet the following standards:

1. Compensation. Wage and benefits levels must be sufficient to meet basic needs and provide some discretionary income for a family of 4 (a "living wage)- For employment within the U.S.A., this shall mean wages of at least \$7.00 per hour in 1997 dollars, along with

affordable family health benefits and company paid pension benefits typical of responsible employers.

2. Rights. The Company respects workers rights to speak up about working conditions without fear of retaliation, and to form unions of their own choosing without employer resistance. The process and just cause procedures are used for discipline or discharge, with recourse to arbitration. The company complies with all laws, regulations and 11-0 standards governing the workplace. The company does not use child labor, forced labor, corporal punishment. The company does not discriminate in hiring, promotion, or compensation on the basis of race, national origin, religion, gender, sexual preference, union affiliation, or political affiliation.

3. Safety and Health. The factory provides a safe and healthy work environment.

Section 4:

Filing of false information under this Act shall be a criminal violation. The County of Passaic, at its discretion, may terminate a contract or ban a vendor from holding contract with the County of Passaic for a period of five (5) years for filing false information or for failing to file information required under

this Act. The County of Passaic may, at its discretion, require correction and remediation of violations of the standards listed in section 3.b prior to renewing commerce with the contractor. The County of Passaic may require further proof of compliance with the Standards listed in Section 3.H upon request, the contractor or subcontractor will make all relevant records available to the County of Passaic or its designee.

GLOSSARY

The following definitions shall apply to and are used in this Request for Qualifications:

"Qualification Statement" - refers to the complete responses to this RFQ submitted by the Respondents.

"Qualified Respondent" - refers to those Respondents who (in the sole judgment of Passaic County) have satisfied the qualification criteria set forth in this RFQ.

"RFQ" - refers to this Request for Qualifications, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested firm(s) that submit a Qualification Statement.

1.Introduction

This contract is to furnish and deliver professional services for the County of Passaic through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFQ. Together with the other RFQ sections, they will apply to the RFQ process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Passaic, hereinafter referred to as owners, to determine the proposal as non-responsive to the RFQ and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFQ.

2.1 Schedule

The dates established for the procurement are:

- 1 Release of RFQ **July 23, 2009**
- 2 Proposal Due Date **August 27, 2009**

2.2 Proposal Submission Information

Submission Date and Time: **Thursday August 27, 2009** at 10:00AM (Prevailing time).

One (1) Original & Five (5) copies.

Submission Office:
Passaic County Procurement Center
Attn: Purchasing Agent
495 River Street
2nd Floor
Paterson, NJ 07524

Clearly mark the submittal package with the title of this RFQ and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be marked to distinguish it from the five (5) copies.

Only those RFQ responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.3 Using Department Information

The Using Departments for these services are the Board of Chosen Freeholders, County Administrator, County Counsel, Adjuster, Human Resources, and all other departments, agencies, divisions, boards and bodies with the County of Passaic.

2.4 County Representative for this Solicitation

Please direct all questions in writing to:

Cathy D. Marino, Q.P.A., R.P.P.O.
Voice: (973) 247-3301
Fax: (973)742-8295
Email: CathyM@passaiccountynj.org

2.5 Interpretations and Addenda

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

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFQ, 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.

2.7 Cost Liability and Additional Costs

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.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

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 non-discrimination 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.

2.8.2 Mandatory Affirmative Action Compliance

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

2.8.3 Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

2.8.4 Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFQ.

2.8.5 Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFQ, shall be properly executed and submitted with the RFQ response.

2.8.6 N.J. Business Registration Certificate

Certificate required pursuant to C57, PL2004; failure to include mandates rejection.

2.8.7 Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

2.9 Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2.11 Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

2.12 Commencement of Work

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

2.13 Termination of Contract

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 thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision.

In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.14 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such

challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFQ's.

Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

2.15 Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- 1 Deliverables not complying with the project specification;
- 2 Claims filed or responsible evidence indicating probability of filing claims;
- 3 A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

2.16. Ownership of Material

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

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

GENERAL INSTRUCTIONS

BACKGROUND AND SUBMISSION DEADLINE

The County's administrative office is located at 401 Grand Street, Paterson, NJ 07505.

The County has retained the services of Brown & Brown Metro, Inc. to review proposals for stop-loss insurance. Brown & Brown Metro, Inc. is a consultant to the County. The renewal date is SEPTEMBER 1, 2009.

Three copies of your proposal must be submitted to the County of Passaic Procurement Center no later than Thursday August 27, 2009 at 10:00 am (prevailing time) in the Passaic County Procurement Center, located at 495 River Street, Paterson, New Jersey 07524.

The current medical administrator is Horizon Blue Cross Blue Shield of NJ and the Prescription PBM is Systemed, a division of Medco.

The reinsurance is provided through Symetra Life Insurance Co. The current stop loss rates/plan are:

Composite rate of \$7.84 Single/\$18.00 Family per employee per month

Stop Loss point \$300,000 including Rx claims

Aggregate stop loss is not included.

INQUIRIES

Questions concerning the bidding specifications, plan data, or required services should be directed, in writing to:

Cathy D. Marino, Q.P.A., R.P.P.O.
CathyM@passaiccountynj.org
Fax: (973) 742-8295

OR

Mr. Matthew Presutti
Mr. Thomas Fletcher
Brown & Brown Metro, Inc.
26 Columbia Turnpike
Florham Park, NJ 07932
(973) 549-1972 or (973) 549-1935
(973) 597-1520 Fax
mpresutti@bbmetro.com
tfletcher@bbmetro.com

ADHERE TO SPECIFICATIONS

Proposers should address each area included in these specifications. Any deviation from the required services must be delineated in a cover letter explaining how your proposal handles those services.

As a minimum service level, administrators must provide those services stated in Section E of this document.

Proposed programs will be reviewed based upon quality of service, pricing, experience and ability to work with the County.

CONTRACT TERM

Any change of insurer will take place on September 1, 2009. Provide quotations for a minimum of one year. Rate guarantees and contract terms exceeding one year must clearly represent how renewal rates will be determined.

ACCOUNT SERVICES

The claim administrator will be expected to provide, at a minimum, the following services:

A field marketing representative that will retain overall responsibility for service to the County.

Immediate Specific Stop Loss protection for health claims.

Established relationship with Horizon BCBSNJ and/or Systemed (a division of Medco).

Reports that report specific stop loss reimbursements made on a policy year and calendar year to date basis.

EXHIBIT I

COUNTY OF PASSAIC

ADMINISTRATIVE FEE ILLUSTRATION

A.

1. **Specific Stop-Loss rate (\$300,000)**

a. **Single**

b. **Family**

Specific Stop Loss rate (\$250,000)

a. **Single**

b. **Family**

Specific Stop Loss rate (\$325,000)

c. **Single**

d. **Family**

2. **Annual Premium**

a. **specific stop-loss (\$300,000)**

b. **Specific Stop Loss (\$250,000)**

c. **Specific Stop Loss (\$325,000)**

3. **Claim Costs- Annual Liability**

a. **expected claim liability**

b. **maximum claim liability**

EXHIBIT II

REFERENCES

A. CURRENT CLIENTS (name, address & phone number)

1. _____

2. _____

3. _____

B. LOST CLIENTS (name & state reason for leaving)

1. _____

2. _____

3. _____

EXHIBIT III

PLAN DESIGNS

1. Traditional Plan (subgroups 00, 01, 04, 05, 06, 09, 10)

100% hospital coverage no deductible

90% in network coinsurance (office visits subject to \$10 copay then 100% coverage)

80% out network coinsurance after deductible

\$200/\$400 deductible out network

\$150/\$300 In Network Out of Pocket limit

\$400/\$800 Out Network Out of Pocket limit

Benefit period maximum \$1,000,000

Lifetime maximum \$1,000,000

2. Traditional Plan (subgroups 13, 14)

100% hospital coverage no deductible

90% in network coinsurance (office visits subject to \$15 copay then 100% coverage)

80% out network coinsurance after deductible

\$250/\$500 deductible out network

\$200/\$400 In Network Out of Pocket limit

\$600/\$1,000 Out Network Out of Pocket limit

Benefit period maximum \$1,000,000

Lifetime maximum \$1,000,000

3. Hospital Wraparound Plan (subgroups 02, 03, 08)

100% hospital coverage no deductible

90% in network coinsurance (office visits subject to \$10 copay then 100% coverage)

80% out network coinsurance after deductible

\$200/\$400 deductible out network

\$150/\$300 In Network Out of Pocket limit

\$400/\$800 Out Network Out of Pocket limit

Benefit period maximum \$1,000,000

Lifetime maximum \$1,000,000

4. Hospital Wraparound Plan (subgroups 11, 12)

100% hospital coverage no deductible

90% in network coinsurance (office visits subject to \$15 copay then 100% coverage)

80% out network coinsurance after deductible

\$250/\$500 deductible out network

\$200/\$400 In Network Out of Pocket limit

\$600/\$1,000 Out Network Out of Pocket limit

Benefit period maximum \$1,000,000

Lifetime maximum \$1,000,000

PRESCRIPTION DRUGS

\$0 Generic/\$5 Brand Name with \$0 mail order for all employees except those in subgroups 11, 12, 13, 14.

Groups 11, 12, 13, 14 have \$5 Generic/\$10 Brand Name with \$10 Generic/\$20 Brand Name at mail.

**STOP LOSS: \$300,000 Specific Stop Loss point including
Prescription Drugs**

ATTACHMENTS

1. CLAIMS HISTORY

Please direct inquiries to Matt Presutti or Tom Fletcher at Brown & Brown Metro for this information.

2. CENSUS DATA

Please direct inquiries to Matt Presutti or Tom Fletcher at Brown & Brown Metro for this information.

Acknowledgement of Receipt of Addenda

The undersigned respondent hereby acknowledges receipt of the following Addenda:

Addenda Number Dated

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signed: _____ Title: _____

Printed Name: _____ Date: _____

Company: _____

FORM PROPOSAL

TO THE COUNTY OF PASSAIC

BOARD OF CHOSEN FREEHOLDERS:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services for the following:

Name of Service

Company Name _____

Federal I.D. or Social Security # _____

Address _____

Signature of Authorized Agent _____

Type or Print Name _____

Title:

Telephone Number _____ Fax Number

E-mail address _____ Date

EXHIBIT A

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE
GOODS, SERVICES AND PROFESSIONAL SERVICES 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 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 affection or sexual orientation. Such action 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 to post in conspicuous places, available to employees and applicant for employment, notices to be posted by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitation 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;

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 employee and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the, Treasurer pursuant to P. L. 1975, c. 117, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time, to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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 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 an 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.

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 or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these relations, and pub lie agencies shall furnish such information as maybe requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

STOCKHOLDER OR PARTNERSHIP DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c33)

Vendors must comply with Chapter 33, Public Laws of 1977 (N.J.S.A. 52:25-24.2), requiring bidders for County contracts to submit a list of names and addresses of all stockholders owning ten percent (10%) or more of their stock of any class, or in the case of a partnership, the names and addresses of those partners owning ten percent (10%), or greater interest therein.

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholder holding 10% or more 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 noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION.

N.J.S.A. 40A: 11-23.2

CHECK ONE:

- ☐ I certify that the list below contains the name 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: _____

Check which business entity applies:

- | | | |
|--|--|--|
| ☐ Partnership | ☐ Corporation | ☐ Sole Proprietorship |
| ☐ Limited Partnership | ☐ Subchapter S Corporation | ☐ Other _____ |
| ☐ Limited Liability Partnership | ☐ Limited Liability Corporation | |

Complete if the bidder/respondent is one of the 3 types of Corporation:

Date Incorporated: _____ Where Incorporated: _____

EXHIBIT I

BUSINESS ADDRESS:

/

Street Address	City	State	Zip
----------------	------	-------	-----

/

Telephone #	Fax#
-------------	------

Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10%) percent of more of its stock of any class, or who own ten (10%) percent or greater interest therein.

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Signature _____ **Date** _____

Printed Name & Title _____

CONTINUE ON ADDITIONAL SHEET IF NECESSARY: ☐ YES ☐ NO

EXHIBIT I – CONTINUED

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY:

COUNTY OF PASSAIC:

I, _____ of the City of _____ In the County of _____, and the State of _____ of full age, being duly sworn according to the law on my oath, depose and say that:

I am _____ of the firm of _____
(Title or Position)

Bidder making the proposal for the above-named contract, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into an agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named contract, 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 Passaic relied upon the truth of the statements contained in said proposal and in this affidavit in awarding the Contract for the said proposal.

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 fees, except bonafide employees or bonafide established commercial or selling agencies maintained

(Name Of Vendor)

Authorized Signature: _____

Name of Signatory: _____

Company Name: _____

Address: _____

Telephone: _____ Fax _____

Email Address: _____

Date: _____

Subscribes and Sworn to before me this

_____ Day of _____

(Signature of Notary Public)

Notary Public of _____

My Commission Expires _____ 20 ____

EXHIBIT II

BID BOND

Ten Percent of amount of bid \$ _____ not to exceed Twenty Thousand and no/100 Dollars (10% NTE \$20,000.00).

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____, as Surety, is hereby held and firmly bound unto the county of Passaic, as Owner, in the Penal Sum of for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____ 2009.

The condition of the above obligation is such that whereas the Principal has submitted to a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the _____

NOW THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created in the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly

understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value receive, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of time within which the Owner may accept such bid; and Surety does hereby waive notice of such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of -them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By _____

Witness

By _____

Principal

Surety

Attorney-in-Fact

EXHIBIT III

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the

_____ Incorporated, organized and existing under the laws of the State of and licensed to do business in the State of New Jersey, certifies and agrees, that if contract for: _____ is awarded to:

_____ the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor

Signed and sealed this _____ day of _____ 2009.

Attorney - in-Fact

EXHIBIT IV

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES:

The Contractor and the County of Passaic do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit or service on behalf of the County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County grievance procedure, the Contractor agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance Procedure, the Contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the County pursuant to this paragraph.

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the 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 County from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

LAST PAGE SIGNATURE

Accompanying this proposal is a Certified Check or Cashier's Check payable to the County of Passaic Treasurer, in the sum of \$_____ which the undersigned agrees is to be forfeited, if the contract is awarded to the undersigned, and the undersigned shall fail to execute the Contract for the items or furnish the bond required within the stated time: otherwise the check will be returned to the undersigned.

_____ (an individual)

_____ (a partnership)

The undersigned is _____ (a corporation) under the laws of the State of _____, having principal offices at _____

IN THE EVENT THE BID OF THE UNDERSIGNED IS ACCEPTED, FOLLOWING ARE THE NAMES AND TITLES OF EITHER THE PRESIDENT OR VICE-PRESIDENT AND THE SECRETARY OF THE CORPORATION WHO WILL EXECUTE THE CONTRACT AND PERFORMANCE BOND ON BEHALF OF THE CORPORATION.

IF THE CONTRACT AND PERFORMANCE BOND ARE TO BE EXECUTED BY OFFICERS OTHER THAN THE PRESIDENT OR VICE-PRESIDENT AND THE SECRETARY OF THE CORPORATION, INDICATE THE NAMES AND TITLES OF SUCH OTHER OFFICERS, IN THIS EVENT, A CERTIFIED COPY OF A RESOLUTION ADOPTED BY THE CORPORATION AUTHORIZING SUCH OTHER OFFICERS TO EXECUTE MUST ACCOMPANY THE PROPOSAL.

1.

NAME	TITLE
------	-------

NAME	TITLE
------	-------

After the award is made, a contract will be drawn. All rights and liabilities of the contracting parties are contained in this contract agreement. When executed, this agreement incorporates the terms and conditions of all prior documents, including the request for quotation, the specifications and the bid.

The undersigned hereby declares that ___he has carefully examined the advertisement and specifications for the furnishing and delivery of the enclosed named item(s) and that he will contract to furnish said items as specified in the schedule of prices.

Authorized Signature: _____

Name of Signatory: _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Email Address: _____

Date: _____

VENDORS: PLEASE WRITE YOUR FEDERAL ID NUMBER HERE: _____

EXHIBIT V

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS PROFESSIONAL SERVICES 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 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

EXHIBIT A (Cont)

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 personal 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 applicable 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 with-out 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 subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A 10:5-31 et seq., N.J.A.C. 17:27

CONSTRUCTION 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 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, affectional or sexual orientation, gender identity or expression, disability, nationality 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 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 of 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by **N.J.A.C. 17:27-7.3**; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards pre-scribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with **N.J.A.C. 17:27-7.3**.

EXHIBIT B (Cont)

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regard-less of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the con-tractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures pre-scribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal. .

(B). If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

- (1). To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2). To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3). Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4). To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5). If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

EXHIBIT B (Cont)

(6). To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii). If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii). If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7). To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C). The contractor or subcontractor agrees that nothing contained in (13) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that,

EXHIBIT B (Cont)

in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women .

(D). The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**