

**CAPE MAY COUNTY
BID DOCUMENT CHECK LIST**

**THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITH THE BID OR BID
WILL BE REJECTED:**

- | ITEMS | FOR BIDDER'S USE |
|---------------------------------------|-------------------------|
| 1. Proposal Page(s) – MUST BE SIGNED | _____ |
| 2. Stockholder Disclosure Certificate | _____ |

**THE FOLLOWING DOCUMENTS, IF REQUESTED, MUST BE SUBMITTED WITH
THE BID OR BID WILL BE REJECTED:**

- | | |
|------------------------------|-------|
| 4. Bid Security | _____ |
| 5. Consent of Surety | _____ |
| 6. Addendum – MUST BE SIGNED | _____ |

**THE FOLLOWING DOCUMENTS, IF REQUESTED, ARE RECOMMENDED TO BE
SUBMITTED WITH THE BID; HOWEVER, IF RECOMMENDED FOR AWARD, THE
FOLLOWING FORMS MUST BE PROVIDED WITH YOUR SIGNED CONTRACT:**

- | | |
|---|-------|
| 7. Non-Collusion Affidavit - MUST BE SIGNED
AND NOTARIZED | _____ |
| 8. New Jersey Business Registration Certificate | _____ |
| 9. Certificate of Insurances | _____ |
| 10. Equal Employment Opportunity – One of the following documents:
1. Letter of Federal Affirmative Action Plan Approval,
2. Certificate of Employee Information Report,
3. Employee Information Report Form AA302 | _____ |
| 11. Appointment of Process Agent-Service | _____ |

OPTIONAL DOCUMENT, IF APPLICABLE:

- | | |
|--|-------|
| 12. Cape May County Cooperative Participation Interest | _____ |
|--|-------|

VENDOR NAME: _____

Rev2; 1/2010

DATE OF ADVERTISEMENT

January 27, 2010

Spec. #6 RE-BID

**ADVERTISEMENT FOR BIDS
BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY – NEW JERSEY**

Notice is hereby given that sealed bids addressed to Stephen O'Connor, Clerk of the Board, will be received up to **2:00 p.m.** prevailing time, on **February 10 2010**, at which time they will be publicly opened and read in the Intermediate Meeting Room, Administration Building, 4 Moore Road, Cape May Court House, New Jersey for the following:

**PROPOSAL TO: PROVIDE SUPPORT, MAINTENANCE, UPGRADES AND
UPDATES FOR THE COUNTY'S PROPRIETARY ROUTEMATCH
SOFTWARE SYSTEMS TO FARE FREE TRANSPORTATION.**

Bid forms, instructions, specifications and other bidding documents may be examined or obtained at the Office of the Director of Purchasing, Kim Allen, during normal office hours at the above address or the County's Procurement Portal located at www.capemaycountygov.net.

The Board reserves the right to reject any or all bids in whole or in part and to waive such informalities as may be permitted by law.

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.

STEPHEN O'CONNOR
Clerk of the Board

DANIEL BEYEL
Freeholder Director

STATEMENT OF NECESSITY FOR PROPRIETARY GOODS/SERVICES

These specifications are being issued pursuant to N.J.S.A.19:44A-20.4, *et seq.*, "Fair and Open," N.J.S.A.40A:11-13(d) and N.J.A.C.5:34-9.1(2)(b). In keeping with the requirements of the prevailing Local Contracts Laws and Regulations, I hereby certify that the proprietary goods/services specified for bids herein are specialized in nature and are required by the County per the following:

- The RouteMatch Software products are proprietary to RouteMatch Software, Inc. of Atlanta, GA.
- The County of Cape May has purchased Mobile Data Terminals (hereinafter "MDT's") for fifty-four (54) of its Fare Free Transportation buses and vans. These MDT's use the RouteMatch Software product exclusively. To date, the County has invested approximately \$268,796.00 for the purchase of the RouteMatch Software including support, maintenance, upgrades and components and \$180,000.00 for the MDT's. Further, this amount is exclusive of the time necessary for testing and training on the systems. Pursuant to N.J.A.C.5:34-9.1(2)(i), both the actual monetary expenditure and the time/labor ours involved in the projects represent the County's "...substantial investment..." in the proprietary product.
- These Software Systems control the routing and scheduling of the County's 54 buses. The buses have two primary types of routes:
 1. Demand Response which provides door-to-door transportation services for the elderly and disabled. Destinations include dialysis and chemotherapy treatments, doctor visits, etc.
 2. Deviated Fixed Route which provides transportation for the general public along pre-set routes. These routes, along with the delivery of meals to the homebound, are primary functions for the County's Department of Fare Free Transportation. This gives evidence to the fact that the proprietary goods/services are "...necessary to the conduct...of affairs" for the County, pursuant to N.J.A.C.5:34-9.1(2).
- Since this is a copyrighted and proprietary software product, RouteMatch is the sole source for:
 1. Proprietary software updates/upgrades
 2. Factory authorized training for factory authorized service technicians
 3. Factory authorized Preventative Maintenance and software support

Only RouteMatch Software, Inc. or an authorized dealer of RouteMatch Software is capable of providing service, maintenance, upgrades and support for the County's existing proprietary RouteMatch Software System. [N.J.A.C.9:34-9.1(2)(ii)].

Kim M. Allen, Purchasing Agent

INSTRUCTIONS TO BIDDERS

1. **General Information:** This bid is being issued pursuant to N.J.S.A.19:44A-20.4, *et seq.* "Fair and Open," and shall be awarded pursuant to N.J.S.A.40A:11-1, *et seq.* Pursuant to c.271, P.L. 2005, s3, any business entity that has received \$50,000.00 or more in a calendar year through agreements or contracts with public entities must file an annual disclosure statement with the NJ Election Law Enforcement Commission. Filing information is available at www.elec.state.nj.us.
2. **Submission of Bids:** Sealed Bids shall be returned in an envelope and bidders shall write their **name, address and bid description** on the front of the envelope. The County of Cape May (hereinafter the "County") assumes no responsibility for bids opened in error due to improperly marked envelopes. Bids shall be forwarded to the attention of Stephen O'Connor, County Administrator, 4 Moore Road, Cape May Court House, NJ 08210.
 - a. A bid cannot be withdrawn after the expiration of the time established for receiving bids, nor can any changes in price or other substantive details be made by letter, telephone or verbal statement.
 - b. It is the bidder's responsibility to insure that bids are presented to the County on the hour and at the place designated herein. Bids may be hand delivered, mailed or sent express carrier. The County assumes no responsibility for bids forwarded by mail or express carrier. Bids received after the designated time and date will be returned to the bidder unopened.
 - c. Bids must be signed in ink by the bidder. All bids shall be made with typewriter, pen or ink. Any bid showing any erasure/alteration must be initialed in ink by the bidder.
 - d. Bid prices shall be listed on the appropriate spaces provided on the Proposal Pages herein. All prices bid shall be F.O.B. DESTINATION to the County's designated locations. Failure to list prices or to properly execute the Proposal Pages shall constitute a material defect that is neither curable nor waivable and shall result in rejection of the bid.
 - e. Bidders shall furnish one (1) original bid and one (1) copy

**FOR ITEMS #3-#5 AS FOLLOWS, REFER TO THE PROPOSAL PAGES
CONTAINED HEREIN FOR THE COMPLETION OF THE APPOINTMENT OF
PROCESS AGENT-SERVICE.**

3. **Choice of Law:** The laws of the State of New Jersey (without giving effect to its conflicts of laws principles) govern all matters arising out of or relating to this Agreement, including, without limitation its validity, interpretation, construction, performance, and enforcement.
4. **Designation of Forum:** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Superior Court of New Jersey-Law Division sitting in Cape May Court House, New Jersey.

5. **Waiver to Contest Jurisdiction:** Each party waives, to the fullest extent permitted by law:
 - a. Any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in the Superior Court of New Jersey-Law Division sitting in Cape May Court House, New Jersey.
 - b. Any claim that any action or proceeding brought in such court was brought in an inconvenient forum.
6. **Bid Evaluation:** All bids shall be evaluated by the County Purchasing Agent and the Director of Fare Free Transportation for determination of award in the best interests of the County of Cape May. All prices bid shall be firm and binding for the full duration of the contract. However, should any price reductions occur during the term of this contract, the contractor shall agree to extend said price reductions to the County.
7. **Pricing and Proposal:** All bid prices shall be F.O.B. DESTINATION to the County's designated location(s) and shall be firm and binding for the duration of the contract term unless stated otherwise within these specifications. All prices shall be listed in the appropriate space(s) provided on the Proposal Pages. Failure to list pricing or to properly complete and execute the Proposal Pages shall constitute a fatal defect that is neither waivable nor curable and shall result in rejection of the bid.
8. **Award of Contract:** The Contract shall be awarded to the single lowest responsive bidder.
9. **Bid Results:** Award results are posted on the Procurement Portal on the County's web site at: www.capemaycountygov.net.
10. **Orders:** Orders shall be placed as needed. No deliveries are to be made unless released by a duly authorized County Purchase Order.
11. **Term of Contract:** The initial term of the contract shall commence September 1, 2010 for RouteMatch TS and March 1, 2010 for RouteMatch AVL/MDC and shall expire December 31, 2011 (See Proposal Pages). Further, pursuant to N.J.S.A.40A:11-15(44), there shall be options for two (2) additional one (1) year contracts at the same terms and conditions. These options shall expire December 31, 2012 and December 31, 2013 respectively. These contract extensions shall automatically take effect on January 1st of each succeeding year, unless either party notifies the remaining party in writing of its intent not to extend for the additional contract terms. Said notice shall be via Certified Mail, Return Receipt Requested and shall be received by the remaining party no later than ninety (90) days prior to the expiration of the existing contract term.
12. **Postponement or Addenda:** The County reserves the right to postpone the date and time for submitting and opening of bids or to revise the specifications

and will give written notice of any such postponement or revisions via addendum pursuant to the Local Public Contracts Laws, N.J.S.A.40A:11-23(2).

13. **Taxes:** The County is exempt from all Federal, State and Local Taxes, Use or Excise Taxes.
14. **Withdrawal of Bids:** A written request for the withdrawal of a bid will be granted by the County Purchasing Agent if the request is received prior to the designated date & time for the opening of bids. No bid may be withdrawn during the sixty (60) day period after receipt and opening of bids, pursuant to N.J.S.A.40A:11-24(a).
15. **Tie Bids:** In the event of a tie bid, the County reserves the right to award, at its sole discretion, to any one of the tied bidders in the best interests of the County.
16. **Alternate Products/Services:** See page 9, item #3.
17. **Patents/Trademarks:** In submitting its bid, the bidder certifies that the goods/services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend the County in any and all actions or suits charging such infringement and will save the County harmless from any damages resulting from such infringement.
18. **American Goods:** Pursuant to N.J.S.A.40A:11-18, only manufactured and farm products of the United States, where available, shall be used.
19. **Product Guarantee:** The contractor shall guarantee any and all goods supplied under these specifications. Defective and/or inferior goods shall be replaced at the expense of the contractor. In this instance, the contractor shall be responsible for any return freight or restocking charges. Bidders shall furnish a copy of their Manufacturer's Authorized Warranty with this bid.
20. **Funding:** The award of all contracts is contingent upon the appropriation of necessary funds annually by the Cape May County Board of Chosen Freeholders.
21. **Business Registration:** Vendor is advised that they are required to be registered with the New Jersey Division of Taxation and to comply with all New Jersey Tax Laws. Bidder MUST furnish a copy of their State of New Jersey Business Registration Certificate before a contract is authorized and preferably with this bid submittal. Failure to provide a NJ Business Registration Certificate before the contract is authorized shall cause rejection of the bid. To register, go to the Division of Revenue web site: www.nj.gov/treasury/revenue/taxreg.htm.
22. **Irregularities:** The County reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities and to award to the lowest responsible bidder, in the best interests of the County.

23. **Alternate Bids/Pricing:** Bidders will not be permitted to offer more than one price on any item, even though they feel able to offer two or more products/ types which meet specifications. Bidders must determine for themselves which product/type to offer and bid that single item only. Should any bidder offer an alternate bid where not specifically requested in the specifications, that alternate bid will be automatically rejected. **NO EXCEPTIONS.**
24. **Assignment:** The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to any other party without the written consent of the County of Cape May.
25. **Safety:** The Contractor shall comply strictly to all posted traffic and safety signs and regulations while on County property.
26. **Public (Stockholder) Disclosure Information:** This form as provided herein must be completed, signed and returned with this bid.
27. **References:** On the EXPERIENCE STATEMENT provided herein, all vendors shall list no fewer than two (2) references for the maintenance, support, upgrades and updates for RouteMatch Software Systems proprietary software.
28. **Additions/Deletions:** The County reserves the right to add or delete locations pending the availability of funds and the day-to-day needs of the County.
29. **Criminal Background Check:** Vendor is responsible for performing an Employee Criminal History Background Check for their employees that will be entering onto County property to perform the contracted services. Vendor's employees must not have had any criminal convictions within the past seven (7) years.
30. **Default:** In the case of default by the Contractor, the County reserves the right to procure the goods/services required from other sources at the County's discretion and to hold the Contractor responsible for any excess costs occasioned thereby.
31. **Termination for Cause:** Should the County elect to terminate the contract, written notice shall be given to the Contractor no less than thirty (30) days prior to the effective termination date. The Contractor shall be paid for all services provided as of the termination date. No consideration shall be given for loss of anticipated revenue on the cancelled portion of the contract. The County reserves the right to terminate the contract for any breach thereof including, but not limited to:
- Failure to maintain adequate staffing levels to provide required services
 - Non-performance or unsatisfactory performance of required services
 - Failure to comply with posted traffic and/or safety regulations while on County property

- a.** The County shall provide the Contractor with written notice of any breach of contract or non-compliance with the specifications via ten (10) days written notice. If the Contractor fails to correct all cited deficiencies within the ten (10) days, the County shall have the right at its sole discretion to terminate the contract.
- b.** The County's right of termination for breach of contract or specifications shall be in addition to any other remedy provided by law and shall not be the sole remedy available to the County.
- c.** Either party may terminate the contract **without cause** by serving the remaining party with written notice of such intent no less than ninety (90) days prior to the anniversary date of the existing contract term. All such written notice as listed in this paragraph shall be via Certified Mail, Return Receipt Requested and U.S. Mail.

32. **Insurance and Indemnification Requirements:** The Contractor(s) shall, for the full duration of the contract(s), maintain current insurance as listed below. The insurance should be furnished by insurance companies with an "A" or better rating as published in the most recent edition of **Best Insurance Key Rating Guide** and authorized to do business in the State of New Jersey:

- General Liability, at \$1,000,000.00 per occurrence/\$3,000,000.00 aggregate for bodily injury and property damage
- Worker's Compensation, at NJ Statutory limits
- Automotive Liability, at \$1,000,000.00 limits
- The County of Cape May, the Cape May County Board of Chosen Freeholders, their agents, officers and employees shall be named as additional insured parties. The Contractor's coverage shall be primary to the County and not be contributing with any other insurance available to the County regardless of whether insurance is primary, contributing or excess. The County shall be given thirty (30) days notice of cancellation and said notice shall be reflected on the Certificate of Insurance. The Contractor shall provide copies of all current Insurance Certificates to the County Administrator prior to the execution of the contract. The Contractor is responsible solely for payments of any deductible associated with any insurance policy.
- The Contractor shall defend, indemnify and hold harmless the County of Cape May, the Cape May County Board of Chosen Freeholders, their agents, officers and employees from any and all claims, suits, losses, liabilities, actions, damages, costs and expenses of any nature whatsoever, whether for personal injury, property damage or other liability arising out of or in any way connected with the Contractor's obligations under this contract.
- The County of Cape May shall defend, indemnify and hold harmless the Contractor, their agents, officers and employees from any and all claims, suits, actions, damages and costs for personal injury, property damage or other liability arising out of the County's obligations under this contract.

TECHNICAL SPECIFICATIONS

1. Description of Support Services

- a. Telephone Support:** Contractor shall provide technical support by phone twenty-four (24) hours a day, seven (7) days a week. Customer Support Personnel shall be available for live consultation from 8:00 AM – 6:00 PM (EST) and shall return all calls within sixty (60) minutes. After hours and emergency support shall be available via a pager which, upon leaving a message on the Contractor's support voice mail, a customer support technician will contact the County within sixty (60) minutes. Upon the initiation of a support event, e-mail alert notifications shall be sent to the County containing a unique tracking identification number.
- b. Customer Support Website:** The Contractor shall provide the County access through a unique, secure password to the Contractor's customer support website (hereinafter "CSW"). The CSW shall be maintained for the Contractor's customers only and contain information regarding the software, services and other helpful information. The CSW shall also provide access to the most up-to-date documentation, new case submittal forms and available releases. By submitting a case or request through the CSW, the County shall receive confirmation of receipt (by the Contractor) within one business hour of submittal.
- c. User Groups:** The County shall be permitted to participate in regional user groups for County's region (if available) free of charge.
- d. On-line Training Sessions:** Up to five (5) of the County's authorized users shall be allowed to participate in two (2) web-based, on-line training sessions each year. Upon the County's request, the Contractor shall schedule a training session on the subject matter requested by the County at an agreed upon time and date.
- e. Scheduled Web Training Classes:** Each year, the Contractor shall provide up to five (5) of the County's authorized user's access to five (5) of the Contractor's regularly scheduled web-training classes free of charge. The Contractor shall routinely publish a schedule of available training classes and subjects on the CSW. Additional access shall be available for purchase at the (then applicable) rate for Premium Support customers.
- f. Annual User Conference:** The Contractor shall hold an annual users conference one time each year. The County's authorized users shall be eligible to attend the annual conference free of charge. Note: expenses and costs for travel, lodging and meals shall be the responsibility of the County.
- g. Updates:** As a part of this contract, the Contractor shall provide all Updates and Upgrades as follows:
 - "Updates" shall refer to fixes and minor changes to the Software, which are indicated by internal, incremental numeric changes smaller than "1" unit (i.e. release 1.1 to 1.2).
 - "upgrades" shall mean and refer to major changes or to a new release of the Software, including without limitation any new major release of the

Software. Upgrades to the Software are normally indicated by incremental numeric changes as "1" whole units (i.e. release 1.0 to 2.0).

2. Support Fees and Payments

The County shall remit to the Contactor all fees and expenses as set forth within the terms and conditions of the Contract established herein. The County shall agree to remit payment(s) to the Contractor on an annual basis.

3. Bids on Alternate Products

RouteMatch TS [™] and RouteMatch AVL/MDC [™] are copyrighted, licensed products of RouteMatch Software Systems, Inc. of Atlanta, Georgia. The County will accept bids for maintenance/support/upgrades/updates for these products only. Bids for alternate products will not be considered (please refer to page 2 of these specifications).

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, County, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation of partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

Name of Business _____

Federal ID # _____

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

OR

☐ I certify that no one stockholder owns ten percent (10%) or more 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

STOCKHOLDERS:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Company Name

Signature

Title

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

ss:

COUNTY OF

I,

of the City of

in the County of

and the State of

of full age, being duly sworn according to law on my oath depose and say that:

I am

of the firm of

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; 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 State of New Jersey 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

..... (N.J.S.A. 52:34-15)
Name of Contractor

.....
(also type or print name of affiant under signature)

Subscribed and sworn to before me this

day of

20

.....
Notary Public of

EXHIBIT "A"
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., (P.L. 1975, c. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL 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 afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2., or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

Letter of Federal Affirmative Action Plan Approval *or*
Certificate of Employee Information Report *or*
Employee Information Report, Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The Contractor and the County of Cape May, (hereafter "Owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subContractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

INSURANCE STATEMENT

TO THE BOARD OF CHOSEN FREEHOLDERS:

Gentlemen:

The undersigned hereby declares that they have the following listed types of insurance applicable to the above Project not in effect and to be in effect if _____ awarded the contract, certificates covering same to be furnished on request.

TYPE INSURANCE	COMPANY	LIMITS OF COVERAGE
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned hereby declares that they will have the following listed types of insurance applicable to the above project if awarded the contract, certificate covering same to be furnished on request.

TYPE INSURANCE	COMPANY	LIMITS OF COVERAGE
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

DATE: _____ SIGNED: _____

ADDRESS: _____

CONTACT PERSON: _____

FAX #: _____

EXPERIENCE STATEMENT

To the Board of Chosen Freeholders:

The undersigned hereby declares that they have completed the following contracts as described hereinbelow within the last five (5) years.

Year	Location	Name of Owner	Telephone	Contract Amount

The undersigned is ^(an individual)
(a partnership) under the laws of the State of _____
(a corporation)

_____, having principal offices at _____

Signed _____

Date _____

Address _____

PROPOSAL PAGES

PROPOSAL TO: PROVIDE SUPPORT, MAINTENANCE, UPGRADES AND UPDATES FOR THE COUNTY'S PROPRIETARY ROUTEMATCH SOFTWARE SYSTEMS TO FARE FREE TRANSPORTATION

TO THE BOARD OF CHOSEN FREEHOLDERS

The undersigned hereby declares that the documents attached have been carefully read and they fully understand the Instructions to Bidders and Technical Specifications and will strictly adhere to all terms and conditions of said documents if awarded a contract therefore.

PRICING:

RouteMatch TS: 9/1/2010-12/31/2010: \$ _____

RouteMatch AVL/MDC: 3/1/2010-12/31/2010: \$ _____

RouteMatch TS: 1/1/2011-12/31/2011: \$ _____

RouteMatch AVL/MDC: 1/1/2011-12/31/2011: \$ _____

RouteMatch TS: 1/1/2012-12/31/2012: \$ _____

RouteMatch AVL/MDC 1/1/2012-12/31/2012: \$ _____

RouteMatch TS: 1/1/2013-12/31/2013: \$ _____

RouteMatch AVL/MDC: 1/1/2013-12/31/2013: \$ _____

Date: _____, 2009

Signed

Printed Name

Title

Name of Firm

Proposal Pages, ct'd.

_____	_____
Address	Address
_____	_____
Telephone	Fax
_____	_____
Contact Person	E-Mail

Appointment of Process-Agent Service: Vendor _____
(insert name) irrevocably appoints

_____ [insert name] (the "Process Agent") as its agent to receive service of process on behalf of vendor; vendor authorizes and directs the Process Agent to accept service on its behalf. If process is to be served pursuant to this provision, the County shall serve that process by certified mailing (return receipt requested) or hand-delivering a copy of the process in care of the Process Agent at

_____ (insert address of Process Agent) or any other address which the Process Agent has given notice to the County. (See pages 2-3, items #3, #4 & #5).