



REQUEST FOR PROPOSAL

FOR

48 HOUR INTOXICATED DRIVER RESOURCE CENTER PROGRAM SERVICES - #P080823A

CONTACT PERSON: Oren R. Thomas, IV, RPPO, QPA, CPM
Purchasing Manager

MAILING ADDRESS: OCEAN COUNTY BOARD OF HEALTH
175 SUNSET AVE, P.O. BOX 2191
TOMS RIVER, NEW JERSEY 08754

ISSUE DATE: **AUGUST 8, 2023**

RFP RETURN DEADLINE DATE: **AUGUST 30, 2023**
4:00 PM, LOCAL TIME

OCEAN COUNTY BOARD OF HEALTH

NOTICE IS HEREBY GIVEN that sealed responses will be received by the Purchasing Manager for the Ocean County Board of Health on **August 30, 2023**, at **4:00 PM** prevailing 175 Sunset Avenue, Toms River, NJ 08754 then publicly opened and read aloud for the following:

**REQUEST FOR PROPOSALS - 48 HOUR INTOXICATED DRIVER RESOURCE CENTER
PROGRAM SERVICES**

RFP documents may be obtained online at the following web address <https://www.ochd.org/rfp-rfq-bid-opportunities/> and may also be picked up at the office of the Purchasing Manager of the Ocean County Board of Health, 175 Sunset Avenue, Toms River, NJ 08754 during regular business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday.

The Ocean County Board of Health is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

OCEAN COUNTY BOARD OF HEALTH
DANIEL REGENYE, PUBLIC HEALTH COORDINATOR
BY: OREN R. THOMAS, IV, RPPO, QPA, PURCHASING MANAGER

I. **General Information**

A. Physical Address:
Ocean County Health Department
175 Sunset Avenue
Toms River, NJ 08754

Mailing Address:
Ocean County Health Department
PO Box 2191
Toms River, NJ 08754

B. Type of Contract, Fees and Compensation

The OCBH intends to execute a one (1) year agreement to complete the work specified within this RFP. This contract will be a “Not-to-Exceed” contract and will be billed based upon tasks and man hours established in the proposal for the work and/or activities completed.

C. Deadline

Sealed proposals shall be opened in public and read aloud at 4:00 PM prevailing time on **August 30, 2023**, at the Ocean County Board of Health, 175 Sunset Avenue, Toms River, NJ 08754. **Proposals shall not be accepted by facsimile transmission or e-mail UNDER ANY CIRCUMSTANCE.**

D. Questions & Addenda

Questions must be received in writing and addressed to Oren Thomas, Purchasing Manager via email or fax before 4:30 pm EST on **August 17, 2023**. Questions will not be answered over the phone.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the RFP and will be posted to the OCHD website. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid by completing the Acknowledgement of Receipt of Addenda form. The owner’s interpretations or corrections thereof shall be final.

All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. Respondents are urged to check this website for all posted addenda.

E. Proposal Format

All bidders shall be required to submit four (4) complete sets (one (1) original and three (3) exact copies) of their RFP. There is no restriction to length of proposals; however, proposers are encouraged to be as concise as possible. All proposals should include:

1. Qualifications: The proposer shall submit the following information to demonstrate their qualifications to perform the services described in this RFP:
 - a. All pertinent company information including Name, Business Address, Type of Organization, Authorized Representative(s), Contact Information, etc.
 - b. Personnel including resumes or professional biographies of Key Officers and other Key Project Team Leaders.
 - c. Experience of the Firm(s) including years in business, years and type of experience in related activities.

2. Business Proposals: Proposals to be considered shall include the following information:

Task by task cost (including total proposal cost) to provide the services outlined in the scope of work section of this RFP for the period not-to-exceed one (1) year from the date "Notice to Proceed" is issued. Costs shall be broken down on a per task basis.

3. Meetings:

Meetings, held over the phone or in person, maybe a component of the tasks found in this RFP, in cooperation and interaction with the OCBH on an as necessary basis. This shall include but not be limited to an initial kick-off meeting to discuss the essential goals of the project and continuous update on the status of the project throughout the term of the contract.

4. Evaluation Criteria:

The OCBH has established an evaluation committee that will work together to develop a score card to evaluate proposals. The score card will be established and approved by the Purchasing Department prior to proposals being received.

The following criteria will be rated by the committee for each proposal. The proposal with the highest overall score will be considered the most advantageous to the OCBH.

- a. Qualifications of individuals who will perform required tasks
- b. Experience in providing requested services
- c. Ability to perform tasks in accordance with the RFP
- d. Recent, current, projected workload of proposer

The final score card will be released to the proposers, in written form by the OCBH, upon request. Any contract that is entered into by the OCBH will be required to be presented to our Board Members for approval.

If any of the evaluation criteria is incomplete or fails to address the questions in the proposal, the evaluation committee may reject the proposal. Each Proposer is responsible for reviewing technical and cost proposal requirements and preparing their responses in a clearly organized submittal.

Each technical and cost proposal is required to be in accordance with the terms of the specific RFP and shall be signed by an executive officer of the proposing organization, and, where applicable, a corporate officer of the parent organization, recognizing that both will have authority to bind the proponent.

Technical and cost proposals shall consider and be reflective of all federal, state, and local laws, statutes, ordinances, regulations, and other applicable laws that may affect cost, permitting, progress, performance or furnishing of the project including, but not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, protection of natural resources, fire protection, solid waste handling facility standards and permits, other permits, fees, and similar subjects.

5. Clarification of the Proposal

- a. After the submission of proposals, unless requested by the OCBH, there will be no proposer contact permitted.
- b. After reviewing the proposals, the Evaluation Committee may ask one, some or all of the proposers to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors.

6. After the Evaluation has been Completed

- a. All materials are kept on file at the OCBH.
- b. The evaluation committee makes a formal recommendation to the OCBH officers and authorized staff. **Note:** An OCBH officer may sit on the evaluation committee depending on the type of project. The officer will make the recommendation along with the entire evaluation committee to the rest of the officers.
- c. The most advantageous proposal will be chosen by the evaluation committee based on the score card evaluation.
- d. The OCBH Officers and authorized staff may at this point accept, reject or modify the recommendation of the Evaluation Committee.

1) For any proposal that is accepted, a resolution will be presented to OCBH's Board for their consideration.

2) For all rejected proposals the proposers will be notified in writing.

F. Limits of Liability

The Ocean County Board of Health assumes no liability for any cost incurred by proposers in responding to this RFP or in responding to any further request for interviews, additional information, etc. prior to the issuance of the contract.

II. State Purchasing Law Requirements

A. Mandatory Equal Employment Opportunity / Affirmative Action Evidence

No firm may be issued a contract unless they comply with the EEO/AFFIRMATIVE ACTION REGULATIONS of PL 1975, c.127, as amended from time to time, and the AMERICANS WITH DISABILITIES ACT.

1. Procurement, Professional and Service Contracts

ALL successful vendors must submit prior to an award of the contract one of the following:

- a) A photocopy of their Federal Letter of Affirmative Action Plan Approval, or
- b) A photocopy of their State Certificate of Employee Information Report, or
- c) A photocopy of completed Affirmative Action Employee Information Report; AA302 – Available online at www.state.nj.us/treasury/contract_compliance

2. Construction Contracts

- a) All successful contractors must submit prior to signing of the contracts an Initial Project Manning Report (AA201-avaiable online at www.state.nj.us/treasury/contract_compliance for any contract award that meets or exceeds the bidding threshold.

B. Business Registration

Note that all proposers must comply with the Business Registration requirements of the New Jersey Department of Community Affairs in accordance with **N.J.S.A. 25:32-44**. **Firms must submit prior to the award of the contract a copy of their New Jersey Business Registration Certificate. Failure to do so will be cause for rejection of the firm's Proposal.**

C. New Jersey Pay to Play Regulations

Pursuant to Public Law 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19-44A-20.27) any business entity that has received \$50,000 or more in contracts from government entities

in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year. At minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us. If you have any questions, please contact ELEC at: 1-888-313-ELEC (3532) or 609-292-8700

D. Disclosure of Investment Activities in Iran

Pursuant to Public Law 2012, c.25, any person, or entity that submits a bid or proposal or otherwise proposes to enter into, or renew a contract, must complete the Disclosure of Investment Activities in Iran Form contained herein.

E. Disclosure of Ownership Statement

Pursuant to Public Law 1977, c.33 any person, or entity that submits a bid, or proposal or otherwise proposes to enter into, or renew a contract, must complete the Disclosure of Ownership Statement contained herein.

F. General Insurance and Indemnity Requirements

A copy of the successful agency's professional liability insurance policy which is to be at a minimum level of \$1,000,000.00 per claim and a \$3,000,000.00 aggregate ceiling and, relationship with associates or counselors assigned under this contract.

III. Project Description

A. General Description

The Ocean County Board of Health requests qualifications from vendors capable of providing 48 Hour IDRC Program Services for a one-year term beginning on January 1, 2023, and ending on December 31, 2023.

B. Responsibilities of the Proposer - Scope of Work

To provide 48 Hour IDRC Program Services for the residents of Ocean County who are required by law or court order to attend, in accordance with the State of New Jersey Regulations and Laws governing such services.

Education Classes, Assessment, Evaluation and Referral

The successful agency will be responsible for providing the Ocean County with the educational, assessment, evaluation and referral services for residents who are required by court or law to complete the 48-Hour IDRC. The successful applicant will supervise, schedule, and coordinate their professional licensed or certified counseling staff consistent with requirements and qualifications. The selection of the professional staff must have the final approval of the Ocean County Health Department. All sessions must meet the

Division of Mental Health and Addiction Services (DMHAS) Intoxicated Driving Program requirements and curriculum. The successful applicant must function with at least one (1) on-site counselor being a Licensed Clinical Alcohol & Drug Counselor (LCADC). Additional counselors must, at a minimum, be prepared at the level of Certified Alcohol and Drug Counselor (CADC).

Housing and Maintenance

The successful agency will describe and document their ability to provide the consecutive 48- Hour program, including but not limited to, the housing and maintenance of clients for 48 consecutive hours. Nutritious meals must be provided, and facilities must meet all statutes and regulations of the State of New Jersey and of the local municipality/authority having jurisdiction (AHJ). Provisions must be included for the care and safety of all clients and compliance with laws and regulations regarding handicapped accessibility and compliance with laws and regulations against discrimination. Facilities must be available to the Provider for the duration of this contract.

Virtual classes may be permissible during contract term.

ALL SUBMISSIONS MUST INCLUDE THE FOLLOWING MINIMUM INFORMATION:

1. Name of the individual(s) to be assigned to perform the tasks.
2. Experience of the individual(s) to be assigned including a listing of experience with providing the service, copies of current credentials, licensure, and resumes and including verification of being a trainer in the new IDRC curriculum
3. A statement concerning the ability of the vendor to perform tasks requested by the Ocean County Board of Health.
4. A description of the program support staff available to the individual(s) to be assigned.
5. Program Description in compliance with N.J.A.C. Chapter 10:162, N.J.S.A. 45:2D-1 et seq., Division of Consumer Affairs and N.J.S.A 39:4-50 DUI Statute.
6. Statement of History Servicing 12 Hour IDRC clients, 48 Hour IDRC clients or similar clientele, knowledge of the Law, and experience providing services to governmental agencies.
7. A signed, completed copy of the enclosed RFP Document Checklist and documents required therein.

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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
Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY 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 thereto, 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'S 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 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 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 provision 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 this Agreement or otherwise at law.

SIGNATURE PAGE

The County of Ocean does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The County of Ocean shall allow access to any books, documents, papers and records of the contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

"The County of Ocean considers it to be a substantial conflict of interest for any company desiring to do business with the County to be owned, operated or managed by any County employee, nor shall any County personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the County of Ocean".

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

Partnership
The undersigned is a Corporation under the law of the State
Individual
of _____, having principal offices
at _____.

NAME OF COMPANY, CORPORATION OR INDIVIDUAL
- PLEASE PRINT -

SIGNED BY: _____

PRINT NAME AND OFFICIAL TITLE

ADDRESS: _____

INCLUDE ZIP CODE

TELEPHONE: _____

E-MAIL ADDRESS _____

FEDERAL IDENTIFICATION NO. _____

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II

Part IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Ocean County Board of Health** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **OCBH** to notify the **OCBH** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **OCBH** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA, BELARUS

INSERT HERE

ACKNOWLEDGEMENT OF ADDENDA FORM

VENDOR MUST ACKNOWLEDGE RECEIPT OF ALL ISSUED ADDENDA. THIS IS YOUR WARNING!

All received addenda are listed below:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (Initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PROPOSER: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

RFP DOCUMENT CHECKLIST

RFP TITLE: 48 HOUR INTOXICATED DRIVER RESOURCE CENTER PROGRAM SERVICES

Required With Proposal	Submission Requirement	Item Submitted (Proposer's Initials)
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x	Americans with Disabilities Act Form (SIGNED)	
x	Statement of Ownership Form (SIGNED)	
x	Iran/ Russia/ Belarus Disclosure Form (SIGNED)	
x	Copy of Proposer's New Jersey Business Registration Certificate	
x	Acknowledgement of Receipt of Addenda (SIGNED - if issued)	
x	Document Checklist (SIGNED)	

THE UNDERSIGNED PROPOSER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS.

PRINT NAME OF PROPOSER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS.

SPECIMEN CONTRACT – DO NOT EXECUTE

AGREEMENT

THIS AGREEMENT, made as of this ___ day of _____ 20___, between the OCEAN COUNTY HEALTH DEPARTMENT (hereinafter OCHD), a body corporate and politic of the State of New Jersey with offices located at 175 Sunset Ave., PO Box 2191, Toms River, NJ 08754

AND

XXX

hereinafter referred to as "Contractor,"

WITNESSETH:

WHEREAS, Contractor is a consultant and/or licensed professional in the fields which are the subject matter of this Agreement or employs licensed professionals in said field or fields as a part of its business, and as to those services which do not call for professional licensing is substantively competent to perform said services, and

WHEREAS, Contractor has represented that it is ready, willing, and able to perform all services in the time and manner called for in this Agreement and that it presently holds in good standing any and all of the necessary licenses for the lawful performance of said services within the State of New Jersey; and OCHD desires to retain the services of Contractor as set forth hereinafter, and has authorized retaining the services of Contractor by its duly adopted Resolution;

THEREFORE, it is hereby agreed as follows:

A. PARTIES AND APPLICABLE LAW:

1. The parties acknowledge that the Ocean County Board of Health (hereinafter, OCHD) is a public entity of the State of New Jersey and is subject to all laws and regulations governing contracts of public entities, which laws and regulations, as presently exist and as may be amended and supplemented during the term of this Agreement, are made a part hereof. The parties agree that this Agreement shall be governed in all respects by the laws of the State of New Jersey.

2. The lawful name and address of Contractor are as set forth above. All notices addressed to contractor regarding any matter shall be sent to contractor at said address. Proof that any notice was received at the address above set forth, in the absence of prior written notice to from Contractor to OCHD of a change in said address, shall be conclusive proof that the notice was received by contractor.

B. TERM OF AGREEMENT: This Agreement shall run for a period of one year beginning on _____ and ending on _____.

C: SCOPE OF SERVICES; TIME FOR COMPLETION; PAYMENT:

1. Contractor agrees to perform all services set forth on Appendix A, "Scope of Services and Compensation," within the time set forth in that Appendix for the completion of each service enumerated.

2. The parties agree that the total compensation due from OCHD to contractor for the services set forth in this Agreement, and pursuant to the rates set forth in Appendix A, shall under no circumstances exceed

(Dollars) unless additional compensation is expressly authorized by duly adopted resolution of OCHD. The time and rates of payment may not be altered or amended without a duly adopted resolution of OCHD.

3. Payment will be made only upon the submission of the required standard invoice and any additional documents deemed necessary by OCHD, which reserves the right to determine that services have been performed in a proper and satisfactory manner in accordance with the terms and conditions set forth herein. Specifically, contractor agrees that OCHD shall have the right to inspect and audit his books and records with respect to all work performed pursuant to this contract. Contractor agrees to keep complete and accurate records with respect to the manner of computation of all billings, including but not limited to accurate time records for all persons billed to OCHD on an hourly rate, and to make said records available on reasonable request to OCHD.

4. In the event that services to be performed hereunder go beyond OCHD's fiscal year, Contractor acknowledges that continuation of this Agreement beyond the end of the fiscal year shall be subject to an adequate appropriation being made therefore in the OCHD's budget and that OCHD may terminate this Agreement in the event that it determines not to make an appropriation for its continuation.

D. QUALITY OF WORK; ASSIGNMENT; INDEMNIFICATION AND INSURANCE:

1. It is agreed and recognized that OCHD has retained contractor hereunder because, and solely because, Contractor has represented himself to be a qualified consultant and/or licensed professional authorized to perform all relevant services within the confines of this State as to all activities requiring said licensure, and is substantively competent to do so. Contractor agrees that he, and all individually licensed persons in any way affiliated with him, will perform all services hereunder in a proper and professionally competent manner consistent with the standard required of an experienced professional in the field of endeavor.

2. Contractor shall at all times and for all purposes be deemed an independent principal and not an agent or employee of OCHD for any purpose.

3. Contractor agrees not to assign this Agreement or any rights hereunder. Subcontracting of any service or work set forth in Appendix A or elsewhere in this Agreement shall be permitted with the prior written approval of OCHD.

4. Contractor hereby agrees to protect, defend, indemnify and hold OCHD and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses incurred by OCHD arising in favor of any party including claims, liens, debts, personal injuries including injuries sustained by employees of OCHD, death or damages to any property (including property of OCHD) and all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of Contractor's negligent performance of this Agreement. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits to the extent of its negligence. This provision is not intended to create any cause of action in favor of any third party against Contractor or OCHD or to in any way enlarge the Contractor's liability but is intended solely to provide for indemnification of OCHD from liability for damages or injuries to third persons or property arising from Contractor's performance. In furtherance of this obligation, but not in satisfaction of liability hereunder or in place of the obligation to indemnify set forth herein, Contractor agrees to maintain in full force and effect: a) Comprehensive General Liability insurance written on occurrence form, including personal injury liability coverage, broad form property damage liability coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$1,000,000. each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$1,000,000 annual aggregate personal injury liability; b) Automobile liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000. each accident, combined single limit for bodily injury and property damage; c) Worker's Compensation insurance, in accordance with New Jersey statutory limits, and employer's liability coverage of at least \$100,000 for each accidental injury and, with respect to bodily injury be disease, \$100,000 each employee and \$500,000 per policy year; and d) Professional Liability insurance in an amount not less than One Million Dollars

(\$1,000,000) per occurrence. Professional Liability Insurance shall provide coverage for errors, omissions and negligent acts of Contractor or any person or organization for whom Contractor is legally responsible.

5. Insurance companies utilized must be admitted to do business in the State of New Jersey and shall have a rating of "A-" or better in the current edition of Best's Key Rating Guide or otherwise are in conformity with the rules and regulations of the New Jersey Commissioner of Insurance. All policies of insurance shall be primary and not excess as to OCHD and any and all deductibles shall be at the sole risk of Contractor. Submission of a Certificate of Insurance by Contractor to OCHD shall constitute a representation by Contractor that all required policies of insurance are in place.

6. Contractor agrees to furnish certificate(s) of the above mentioned insurance and copies of all professional liability policies or policy terms to OCHD within fourteen (14) days from the date of this Agreement, and, with respect to the renewals of the current insurance policies, at least forty-five (45) days in advance of each renewal date. **Such certificates shall, with respect to comprehensive general liability insurance, name OCHD as an additional insured** and, with respect to all policies shall state that in the event of cancellation, nonrenewal, or material change in the scope of any coverage, written notice shall be given to OCHD at least forty-five (45) days in advance of such cancellation, nonrenewal, or change. Each policy shall be primary and not excess as to OCHD.

7. All material or information paid for upon the completion of the project remains the property of OCHD. In the event the Scope of Services hereunder requires that reports or work product be submitted to OCHD, all such reports or work product shall become the property of OCHD upon submission and contractor waives and relinquishes all patent, copyright, or other intellectual property rights, whether statutory or common-law, in said reports or work product.

E. AFFIRMATIVE ACTION AND NONDISCRIMINATION: During the performance of this contract, the contractor agrees as follows:

a) Discrimination and Harassment; Fair Treatment and Respect: OCHD believes the fair and equitable treatment of employees, patients, visitors and other persons is critical to fulfilling its vision and goals. OCHD conducts its business without regard to race, color, religion, gender, ethnic origin, age, disability or any other classification prohibited by law. Each individual is entitled to be treated fairly and with respect. OCHD will not tolerate any form of harassment or discrimination against anyone on the basis of any classification prohibited by law. This includes, but is not limited to, religious identification, gender identification and sexual preference. OCHD will investigate allegations of harassment or discrimination in accordance with applicable laws and OCHD policies. It is the goal of OCHD to create and maintain a productive work environment for all employees, patients and partners. Therefore, OCHD strictly prohibits verbal or physical conduct by any employee or contractor that harasses, disrupts or interferes with another employee's work performance or creates an offensive or hostile environment for any applicant, employee, patient, or partner of OCHD in any form. Racial slurs, inappropriate characterizations based upon ethnicity or national origin or religion, offensive comments regarding origin, status, heritage or any protected classification shall be strictly prohibited. Sexual harassment is just one form of inappropriate conduct, which is unlawful and will not be tolerated. Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or opposite sex. Prohibited conduct may include, but is not limited to, physical assaults or other physical conduct of a sexual nature including unwanted touching, unwanted sexual advances, propositions or other sexual comments and sexual displays or publications anywhere in the workplace. Prohibited conduct may consist of, but is not limited to, comments, leering, jokes, cartoons, pictures, inappropriate language or gestures.

b) 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 affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, lay-off 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 OCHD's Compliance Officer setting forth provisions of this nondiscrimination clause;

c) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

d) 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 OCHD's contracting officer, advising the labor union or workers' representative of contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

e) The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

f) The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with applicable county employment goals prescribed by 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, 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.

g) 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.

h) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

i) 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.

j) 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 regulations and Ocean County Board of Health shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

F. POLITICAL CONTRIBUTION DISCLOSURE: In the event this contract has been awarded based on the merits and abilities of the Vendor to provide the goods or services as described herein, and was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq.*, the undersigned does hereby attest that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the *County of Ocean* if a member of that political party is serving in an elective public office of that *County of Ocean* when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that *County of Ocean* when the contract is awarded.

G. BREACH AND TERMINATION:

1. Any of the following events shall constitute a breach of this Agreement and shall make this Agreement voidable at OCHD's sole option, upon which event contractor shall be entitled to compensation only for work performed to the date of termination: a) Bankruptcy or insolvency, whether liquidating or non-liquidating, of contractor; b) Conviction of any principal of contractor of any crime under the laws of the State of New Jersey which, if committed by a public official, would disqualify that person from public employment; c) Breach of any term of this Agreement; or d) Abandonment of the work by contractor without the express written permission of OCHD.

2. OCHD may, with or without cause, terminate this agreement by written notice to Contractor, which notice shall take effect thirty (30) days from receipt and on such terms with respect to completion or abandonment of work in progress as OCHD shall set forth. On termination of this Agreement before the term set forth in Paragraph B. hereof, contractor shall prepare a final billing for OCHD setting forth its services to the date of termination. The parties shall thereafter discuss the amount due. Upon agreement as to the amount due and acceptance of payment contractor shall have no further rights against OCHD.

H. ENTIRE AGREEMENT; MEANING OF TERMS; SEVERABILITY

1. The parties recognize that this Agreement constitutes the entire agreement of the parties and that no provision hereunder may be waived or modified orally and, in the case of OCHD, without passage of a resolution authorizing said modifications.

2. The parties recognize that in construing this Agreement all words denoting gender are deemed to refer to the masculine, feminine, and neutral and that all words and phrases are to be given their commonly accepted meanings unless the context specifically indicates otherwise.

3. This Agreement is deemed severable; in the event that any part of this agreement is deemed to be illegal, void, or against public policy the remainder of this Agreement shall continue in full force and effect unless its purpose will be frustrated by removal of the offending part, in which event the parties shall be placed as nearly as possible at the status quo ante.

IN WITNESS WHEREOF, the parties have placed their hands and seals the day and year first above written.

ATTEST:

SIGNATURE: _____
Chairman
OCEAN COUNTY BOARD OF HEALTH

ATTEST:

PRINT NAME: _____

SIGNATURE: _____
VENDOR