

COUNTY OF ESSEX, NEW JERSEY



**REQUEST FOR
COMPETITIVE CONTRACT PROPOSALS**

TO

CC # 16-251

2017 Juvenile Family Crisis Intervention Program Supplemental

SUBMISSION DEADLINE DATE AND TIME: December 28, 2016 at 11:00 AM

REQUESTING AGENCY

Citizen Services

CONTACT PERSON:

Julius N. Coltre, QPA, Acting Director
Office of Purchasing/
Fax#: 973-621-5109

If the box contains a
 vendor submit the executed form. If a
 vendor must read.

DOCUMENT CHECKLIST

Please initial
each item
below once
executed

		Page	
<input type="checkbox"/>	General Information	3	
<input checked="" type="checkbox"/>	Vendor Certification - sign	6	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit Form - sign and notarize	7	
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification Form - sign and notarize	8	
<input checked="" type="checkbox"/>	Hold Harmless Agreement	9	
<input checked="" type="checkbox"/>	Statement of Certain Political Contributions complete, sign and seal	10	
<input checked="" type="checkbox"/>	Applicant's Qualifications and Representations – complete	11-16	
<input checked="" type="checkbox"/>	Insurance Requirements and Consent Of Insurance Coverage – sign and notarize	17-18	
<input checked="" type="checkbox"/>	Applicant/Proposer's Affidavit – complete and sign	19	
<input checked="" type="checkbox"/>	Disclosure Statement	20	
<input type="checkbox"/>	General Provisions	21	
<input type="checkbox"/>	Mandatory Equal Employment Opportunity Language Exhibit A - read	28	
<input checked="" type="checkbox"/>	Affirmative Action Language Acknowledgement Form - sign	30	
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language - sign	32	
<input checked="" type="checkbox"/>	Business Registration Certificate Form (as directed on page 33)	33	
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran	35	
<input checked="" type="checkbox"/>	Addenda Acknowledgement Form – sign	36	
<input checked="" type="checkbox"/>	Consent to Extension of Time for Proposal Consideration	37	
<input checked="" type="checkbox"/>	Authorization and Release– sign	28	
<input checked="" type="checkbox"/>	Specifications and Proposal Forms	39 (+)	

- means read the item(s)

Bidder Signature: _____

- means provide the required form(s)

PROPOSAL ACTIVITIES:

1. Timetable:

RFP Release:	December 6, 2016, 2016
Proposer's Conference:	N/A
Submission Deadline for Receipt of Proposal:	December 28, 2016 by 11:00 am

2. Proposers' Conference

N/A

3. Questions

Written questions are to be submitted in writing to the Office of Purchasing (via fax ONLY #973-621-5109) no later than eight (8) business days prior to the proposal submission deadline (due date). The specific page number and section each question refers to must be indicated. Answers to questions, as well as copies of questions, will be given to each Proposer who requests such in writing unless a question is of such a nature that it would disclose information proprietary to the asking Proposer. Only responses in writing by the Agency Contact person will be considered official.

4. Submissions of Proposals

To facilitate the evaluation process, proposer is to submit one (1) original, and three (3) copies of the proposal and any supporting documentation. Additional copies may be requested at a later date for the selected proposal.

Proposals must be received by 11:00 a.m. on (See Submission Deadline Date and Time on cover). Proposer mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposals by the deadline. Delivery is the sole responsibility of the proposer.

Proposals are to be delivered or sent to:
Julius N. Coltre, Director of Purchasing
Hall of Records, Room 335
465 Dr. Martin Luther King Jr. Blvd.
Newark, New Jersey 07102

5. Restriction on Contact with County Employees

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

6. Security of Proposals

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

7. Prime Contractor Responsibilities

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

8. Incurring Costs

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

9. Notification of Selection

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

10. Type of Contract Anticipated

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

11. Performance Period

January 1, 2017 – December 31, 2021

12. Basis of Award

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

13. Open Public Records Act

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

VENDOR CERTIFICATION

I, _____, am duly authorized representative of

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

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

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

DATE: _____

SIGNATURE: _____

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)

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

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Bid for the bid

entitled _____ and that I executed the said Bid with
(title of bid)

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

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

Subscribed and sworn to

before me this day _____ of

_____, 2 _____

Signature

(Type or print name)

Notary Public

My Commission expires: _____

(seal)

STOCKHOLDER DISCLOSURE CERTIFICATION

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

Name of Business _____

(PART A)

Bidder/Respondent Must check one of the following boxes ("ONLY ONE BOX")

I certify that the list below contains the names and home addresses of all stockholders, or partners, holding 10% or more of the issued and outstanding stock or interest of the undersigned. Please be advised that 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 owing 10% or greater interest in that partnership, as the case may be shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria, has been listed. Please attach additional sheets as necessary. **IF THIS BOX IS CHECKED, PLEASE FILL OUT BELOW NAME & ADDRESS**

I certify that no one stockholder or partner owns 10% or more of the issued and outstanding stock or other interest of the undersigned. **DO NOT FILL IN BELOW NAMES & ADDRESS IF YOU CHECK HERE**

I certify that the undersigned is a non-profit organization (501c, etc.).

I certify that I am a sole proprietor, and that I own 100% of the organization independently.

(PART B)

Bidder/Respondent Must check only one box that represents the type of business organization:

("ONLY ONE BOX")

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Limited Liability Company

Stockholders/Partners:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2 ____.

(Bidder/Respondent Authorized Signature)

(Notarized & Notary Seal)

(Print name of authorized signatory)

My Commission expires:

MUST COMPLETE, SIGN and NOTARIZED and NOTARY SEAL

VENDOR'S INFORMATON SHEET

Please fill in the following information and submit with your proposal:

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

FEDERAL TAX I.D. NUMBER: _____

NAME OF PERSON PREPARING BID: _____

PHONE NUMBER _____ EXT. _____

CONTACT PERSON FOR CORRESPONDANCE REGARDING THE PROPOSAL

NAME: _____

ADDRESS: _____

PHONE: _____ FAX NUMBER: _____

E-MAIL ADDRESS _____

PROJECT MANAGER/PROJECT COORDINATOR

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON'S NAME: _____

PHONE NUMBER: _____

CELL PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

HOLD HARMLESS AGREEMENT

BETWEEN: The County of Essex
Hall of Records
465 Dr. Martin Luther King, Jr. Blvd.
Newark, NJ 07102

AND

Contractor's Name

Address – not a post office box

Telephone Number; Fax Number; & e-mail address

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the County of Essex.
2. *The Contractor agrees to indemnify and hold harmless the County of Essex, the Essex County Board of Chosen Freeholders, and all of its respected elected officials, officers, agents and employees of and from and against any and all liability for damages for injury to person and property, including death, and from and against all suits and actions and all costs, damages and charges of whatsoever kind and nature, including attorneys' fees to which they or any of them may be put for, or on account of, any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this contract, or by or in consequence of any neglect or omission on the part of the Contractor in the performance of operations under this contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly contracted with or employed by the Contractor.*
3. The Contractor shall hold the County of Essex harmless for damages to the Contractor's equipment utilized during the term of this contract.

S/ _____
President, Vice President or Signature of Authorized Representative

Print Name		Title
Date		

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

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

1. Applicant/Proposer (firm name or individual): _____

2. Address: _____

3. Federal Employee Identification Number: _____

4. How long have you been in business? _____

5. How long at present address? _____

6. If incorporated, state date of incorporation and in what state incorporated in and designate whether you are a Not-For-Profit corporation or other classification. (If not a domestic corporation, attach a copy of the Certificate of Authority issued by the Secretary of State of New Jersey pursuant to the General Corporation Law).

7. List below names and addresses of all officers of the Corporation (attach additional sheet(s) if necessary):

Name

Address

Title

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

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

<u>Name</u>	<u>Address</u>	<u>Title</u>
-------------	----------------	--------------

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

_____yes _____no

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

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

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

Subject

Requesting Agency

Subject

Amount

Awarding Agency

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

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

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor,

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Applicant/Proposer and will not knowingly be disclosed by the Applicant/Proposer prior to opening, directly or indirectly, to any other Applicant/Proposer or to any competitor;

(c) No attempt has been made or will be made by the Applicant/Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;

(d) That no freeholder or other officer or employee or person whose salary is payable in whole or in part from the County Treasury is directly or indirectly interested in the proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits thereof;

(e) That said Applicant/Proposer is not in arrears to the County of Essex upon any debt or contract, and is not a defaulter, as to surety or otherwise, upon any obligation to the County of Essex, and has not been declared not responsible, or disqualified, by an agency of the County of Essex or State of New Jersey. Nor is there any proceeding pending relating to the responsibility or qualification of the Applicant/Proposer to receive public contracts except:

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

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

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

(a) All proposals must be approved by the County of Essex.

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

APPLICANT/PROPOSER'S 'QUALIFICATIONS AND REPRESENTATION

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

STANDARD PROFESSIONAL SERVICES AGREEMENT INSURANCE REQUIREMENTS



Consultant, please promptly give this to your broker
These requirements constitute the Contract Insurance requirements

Throughout the life of this Contract, the Consultant shall pay for and maintain in full force and effect with an insurance company(s) (Company) admitted by the New Jersey Department of Banking & Insurance to do business in the State of New Jersey and rated not less than "A- VIII" in Best Insurance Key Rating Guide, the following policies of insurance:

REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

1. **Workers' Compensation and Employer's Liability:**

Provided in the State of New Jersey and elsewhere as may be required and shall include:

- | | | |
|----|---|---------------------------|
| a. | Workers' Compensation Coverage: | Statutory Requirements |
| b. | Employers Liability Limits not less than: | |
| | Bodily Injury by Accident: | \$1,000,000 Each Accident |
| | Bodily Injury by Disease: | \$1,000,000 Each Employee |
| | Bodily Injury by Disease: | \$1,000,000 Policy Limit |

2. **Commercial General Liability:**

Occurrence Form with the following limits:

- | | | |
|----|----------------------------------|-------------|
| a. | Each Occurrence: | \$1,000,000 |
| b. | General Aggregate: | \$2,000,000 |
| | Products/Completed Operations | |
| a. | Each Occurrence: | \$1,000,000 |
| b. | General Aggregate: | \$2,000,000 |
| c. | Personal and Advertising Injury: | \$1,000,000 |

3. **Professional Liability:**

Claims Made Form with the following limits:

- | | | |
|----|-----------------------|-------------|
| a. | Per Occurrence/Claim: | \$1,000,000 |
| b. | General Aggregate: | \$2,000,000 |

Three (3) year tail coverage for Claims Made policies is required

4. **Automobile Liability:**

When autos are used in conjunction with contracts/agreements with Essex County entities coverage must include All Owned, Hired and Non-Owned vehicles.

- | | | |
|----|------------------------------------|-------------|
| a. | Per Accident Combined Single Limit | \$1,000,000 |
|----|------------------------------------|-------------|

5. **Privacy Liability:**

Provider of Professional Services shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information that may arise from their work with this contract. Minimum Limits of Liability:

- a. Per Claim: \$1,000,000
- b. Aggregate: \$1,000,000

6. **Indemnification:**

Provider of Goods and Services shall indemnify and hold harmless, the County, and the County's respective members, elected officials, employees, agents and representatives from and against claims, damages, losses, demands, suits, actions, recoveries, judgments, and costs and expenses, arising out of or resulting from performance of work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property but only to the extent caused by the negligent acts or omissions of the Provider of Goods and Services, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, expense, is caused in part by any Indemnified Parties

7. **Deductibles/Self-Insured Retentions:**

Deductibles and Self-Insured Retentions must be declared. Provider of Goods and Services shall not have a Deductible or Self Insured Retention (SIR) on any policy greater than \$25,000. Higher values must be approved by the County Risk Manager.

8. **Additional Insurance Requirements:**

- a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except that after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the County. The Insurer shall provide the County with notification of any cancellation, non-renewal, major change, modification or reduction in coverage.
- b. Regardless of these contract minimum insurance requirements, the Provider of Goods and Service's and its insurer shall agree to commit the Provider of Goods and Service's full policy limits and these minimum requirements shall not restrict the Provider of Goods and Service's liability or coverage limit obligations.
- c. The Provider of Goods and Services shall furnish the County of Essex with the Insurance Certificates and applicable Endorsements for all required insurance, prior to the County's execution of the Agreement and start of work. Proper Address for Certificates, Endorsements and Notices shall be:

**County of Essex
Risk Management Department
Hall of Records/Room 510
465 Dr. Martin Luther King Blvd.
Newark, NJ 07102**

- d. Provider of Goods and Services shall waive all rights of recovery against the County and all the additional insured's for loss or damage covered by any of the insurance maintained by the Provider of Goods and Services, where applicable by law.

APPLICANT/PROPOSER'S AFFIDAVIT

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

STATE OF NEW JERSEY

ss:

COUNTY OF _____

AFFIDAVIT

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

Signature of Applicant

Print/Type Name

Title

Sworn to before me this _____ day of _____, 20____

Notary Public or Commissioner of Deeds

DISCLOSURE STATEMENT

The attention of prospective vendors is drawn to the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22-1, et seq.) which prohibits a County Officer or employee or member of his/her immediate family from having an interest in a business organization or engaging in any business transaction, or professional activity which is in substantial conflict with the proper discharge of his/her duties in the public interest.

In furtherance thereof, every vendor must disclose below, being an Essex County officer or employee or whether an immediate family member is an Essex County officer or employee. If the vendor is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.

Please answer the following:

Is the vendor or a member of the vendor's immediate family, or anyone having an interest in the vendor's business organization including their immediate family members, an officer or employee of Essex County?

NO _____

YES _____

S\ _____

* President, Vice President or Signature of
Authorized Representative

Print Name

Title

If yes, provide the name of the individual and identify the position held, below, and notify in writing the Office of County Counsel, Hall of Records, 465 Dr. Martin Luther King, Jr. Blvd., Room 535, Newark, NJ 07102. (Attach a copy of the correspondence to this form).

NOTE: All terms used herein are to be construed in accordance with their meaning under the Local Government Ethics Law, cited above.

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

1. **DEFINITIONS**

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

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

2. **REPRESENTATIONS AND WARRANTIES**

2.1 Procurement of Agreement

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

2.2 Conflict of Interest

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

2.3 Fair Practices

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

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

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

3. **AUDIT BY THE COUNTY**

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

4. **COVENANTS OF THE CONTRACTOR**

4.1 Employees

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

4.2 Independent Contractor Status

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

4.3 Confidentiality

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

4.4 Books and Records

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

4.5 Retention of Records

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

4.6 Compliance with Law

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

4.7 Equal Employment Compliance

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

- A. The Contractor or subcontractor, where applicable; will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex.

- B. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of the non-discrimination clause;
- 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 agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment;
- E. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

4.8 Federal Employment Practices

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

4.9 Non-Discrimination Against the Handicapped

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

4.10 Assignment

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

4.11 Subcontracting

- A. The Contractor agrees not to enter into any subcontracts for the performance of its obligations, in whole or in part, under this Agreement without the prior written approval of the County.

Two copies of each such proposed subcontract shall be submitted to the County with the Contractor's written request for approval. All such subcontractors shall contain provisions specifying:

- 1. that the work performed by the subcontractor must be in accordance with the terms of the Agreement between the County and the Contractor,

2. that nothing contained in such agreement shall impair the rights of the County,
 3. that nothing contained herein, or under the Agreement between the County and the Contractor, shall create any contractual relation between the subcontractor and the County, and
 4. that the subcontractor specifically agrees to be bound by this Agreement to the same extent as the Contractor would be in performing such subcontracted work.
- B. The Contractor agrees that it is fully responsible to the County for the acts and omissions of the subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it
 - C. The aforesaid approval is required in all cases other than individual employer-employee contracts.
 - D. The Contractor shall not in any way be relieved of any responsibility under this Contract by any subcontract

4.12 Publicity

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

4.13 Participation in an International Boycott

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

4.14 Anti-Trust

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

4.15 Cooperation and Assistance

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

5. **TERMINATION**

5.1 **Termination of Agreement**

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

- F. Notwithstanding any other provisions of this contract, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of Contractor's breach of the contract, and the County may withhold payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
- G. The provisions of the Agreement regarding confidentiality of information shall remain in full force and effect following any termination.
- H. The rights and remedies of the County provided in this section shall not be exclusive and are in addition to all other rights and remedies provided by law or under this Agreement

6. **MISCELLANEOUS**

- 6.1 **Conflict of Laws**
All disputes arising out of this Agreement shall be interpreted and decided in accordance with the laws of the State of New Jersey.
- 6.2 **General Release**
The acceptance by the Contractor or its assignees of the final payment under this contract, whether by voucher, judgment or any court of competent jurisdiction or any other administrative means, shall constitute and operate as a general release to the County from any and all claims of and liability to the Contractor arising out of performance of this contract
- 6.3 **No Claim Against Officers, Agents or Employees**
No claim whatsoever shall be made by the Contractor against any officer, agent or employee of the County for, or on account of, anything done or omitted in connection with this contract.
- 6.4 **Waiver**
Waiver by the County of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed as a modification of the terms of this Agreement
- 6.5 **Notice**
The Contractor and the County hereby designate the business addresses hereinabove specified as the places where all notices, directions or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Actual delivery of any such notice, direction or communication to a party at the aforesaid place, or delivery by certified mail shall be conclusive and deemed to be sufficient services thereof upon such party as of the date such notice, direction or communication is received by the party. Such address may be changed at any time, in writing, by the party making such change and delivered to the other party in the manner as specified above. Nothing in this section shall be deemed to serve as a waiver of any requirements for the services of notice or process in the institution of any legal action.
- 6.6 **Errors and Omissions**
No claim for relief on account of mistakes or omissions in the RFP will be entertained. Proposers submitting a RFP will be held to have accepted the terms and conditions of the RFP.
- 6.7 **All Legal Provisions Deemed Included**
It is the intent and understanding of the parties to this Contract that each and every provision of law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to have been inserted herein even if, through mistake or otherwise any such provision is not inserted or is not inserted in correct form.
- 6.8 **Severability**
If this contract contains any unlawful provision not an essential part of the contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed-stricken from the contract without affecting the binding force of the remainder.

- 6.9 Political Activity
There shall be no partisan activity or any activity to further the election or defeat of any candidate for public, political or party office as part of or in connection with this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.
- 6.10 Modification
This Agreement may be modified by the parties in writing in a manner not materially affecting the substance hereof. It may not be altered or modified orally.
- 6.11 Paragraph Headings
Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this contract and in no way affect this contract
- 6.12 Payment for Work
Payment to the Contractor shall be in accordance with the County's standard policies and procedures and shall be subject to the filing, by Contractor, of duly approved County voucher forms.
- 6.13 Attorney's Fees
In the event legal services are utilized as a result of a dispute between the parties under this Agreement, the prevailing party shall be entitled to a reasonable attorneys' fee. Such an award of attorneys' fees to the County, if represented by governmental employees, shall be determined by the reasonable value of the attorneys' services rendered by such employees.
- 6.14 Breaches and Non-Compliance
In addition to any other remedy provided herein or in law, in the event of any breaches or non-compliance in performance by the Contractor under this Agreement, the county shall have the right to have any such breach or noncompliance corrected and cured by the Contractor.
- 6.15 Indemnification
The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the County of Essex and its employees from and against any and all liability claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract.
- 6.16 Stockholder Disclosure - Chapter 33 of the Public Laws of 1977 provides that 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 stockholders 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 non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

Non-Profit (501c) Organizations are exempt, but must provide IRS proof of Non-Profit status

EXHIBIT A

(revised 4/10)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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.**

**PLACE HERE
A COPY OF THE
CERTIFICATE OF
EMPLOYEE INFORMATION
REPORT**

Renewal Certificate 5666

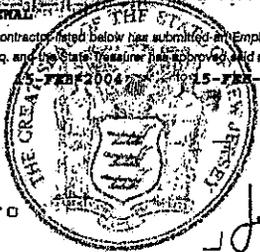
RENEWAL
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-FEB-2004 to **15-FEB-2007**

JORGENSEN,
10 SHERLOCK
WAYNE, NJ 07470

L sample
only



John P. ...
State Treasurer

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Essex, (hereafter "Owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121.01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative 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 this Agreement or otherwise at law.

S/ _____

President, Vice President or Signature of Authorized Representative

Print Name

Title

Date

PROOF OF BUSINESS REGISTRATION (Revised)

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

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

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

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

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

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

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

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 870-087-3821500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 07/14/04

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 010733
ISSUANCE DATE: 07/14/04

FOR OFFICE USE ONLY: This Certificate is NOT assignable or transferable. It must be immediately displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
200-41014112823533

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

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bid Number: _____ **Bidder Name:** _____

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 certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew: (Please check all statements that are true)

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: _____

Relationship to Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date: _____

Bidder Contact Name _____

Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Essex County is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Essex County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature: _____

Title _____ Date: _____

COUNTY OF ESSEX

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

No addenda were received or included with the bid package:

Acknowledged for: _____
(Name of Bidder/company)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

NOTE: Includes any Addenda whether distributed or attached to the bid/RFP package.

Consent to Extension of Time for Proposal Consideration

The County of Essex shall make every effort to award this contract within 60 days as required by N.J.S.A. 40A: 11-4, however, in the event that this is not possible, vendors are requested but are under no obligation to consent to have their proposals held for consideration for an additional 120 days.

Please indicate your intention below:

This Proposal shall remain open and valid for consideration for a period not to exceed 180 days from submission.

YES

NO

Your choice will in no way effect consideration of the merits of your proposal. However, due to uncertainties for the receipt of funds from various sources and the review and approval process itself, award of contracts may not be awarded in the 60-day period. In that event, only proposals that have been extended will be considered. The County reserves the right to request additional extensions.

Signature: _____

Date: _____

SPECS & PROPOSAL FORMS GO HERE AND FORWARD

FY 2017 RFP

Juvenile-Family Crisis Intervention Program

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- B. Background
- C. Service to be Funded
- D. Funding Information
- E. Applicant Eligibility Requirements
- F. Administration
- G. Post Award Requirements

SECTION II – APPLICATION INSTRUCTIONS

- H. Proposal Requirements & Review Criteria
- I. Supporting Documents

FUNDING AGENCIES

Essex County Department of Citizen Services (ECDCS)
Division of Youth Services (DYS) (Family Crisis Lead Agency)
50 South Clinton Street
East Orange, NJ 07018
Suite 5400

Section I – General Information

A. Purpose:

The Essex County Department of Citizen Services, Youth Services Commission announces the availability of county funding for the purpose of providing a state regulated youth program for at-risk and court-involved youth who meet the defined eligibility criteria.

The Juvenile-Family Crisis Intervention Program seeks to provide therapeutically appropriate interventions that are both culturally and linguistically competent to:

1. address the immediate needs of “families in crisis”;
2. improve outcomes for at-risk/high risk youth ages 17 and under;
3. encourage the resolution of intra-family problems through counseling and other services; and
4. promote positive youth development and strengthen family relationships.

Contracts resulting from this RFP will be effective for the five year period beginning January 1, 2017 through December 31, 2021.

B. Background:

The Essex County Division of Youth Services and the Essex County Youth Services Commission are responsible for planning, implementing, and monitoring programs and services for at-risk and court involved youth. The primary goal of both agencies is to promoting positive youth development.

Part of this effort involves addressing the needs of youth (ages 17 and younger) who engage in high-risk behaviors by providing them with counseling, advocacy and referral services that promote the following outcomes: parent-child connectedness, commitment to school and academic achievement, and the prevention of substance abuse, runaway, and other behaviors known to be associated with negative outcomes for youth. Moreover, these programs seek to prevent the likelihood of a youth entering the juvenile justice system because of difficulties involving the family and therefore, are family-focused as opposed to youth-focused.

In 1982, the State of New Jersey enacted a Code of Juvenile Justice (N.J.S.A. 2A:4A:20 et.seq.) which included provisions that require each county to have one

or more crisis intervention units to attend to and stabilize juvenile family crises on a 24-hour a day basis. The Code defines a "juvenile family crisis" as:

behavior, conduct or a condition of a juvenile, parent or guardian or other family member which presents or results in:

- (1) *a serious threat to the well-being and physical safety of a juvenile, or*
- (2) *a serious conflict between a parent or guardian and a juvenile regarding rules of conduct which has been manifested by repeated disregard for lawful parental authority by a juvenile or misuse of lawful parental authority by a parent or guardian, or*
- (3) *unauthorized absence by a juvenile for more than 24 hours from his home, or*
- (4) *a pattern of repeated unauthorized absences from school by a juvenile subject to the compulsory education provisions of Title 18A of the New Jersey Statutes.*

(N.J.S.A. 2A:4A-22g)

In addition to the aforementioned, juveniles with minor delinquency charges are also referred by the Superior Court to Family Crisis for screening, assessment and/or counseling.

Information on statutory requirements for this program can be found in the Juvenile/Family Crisis Operations Manual, which can be view via the Internet and an Adobe Reader at <http://www.judiciary.state.nj.us/family/jfcpmanual.pdf>.

C. Service to be Funded:

This RFP seeks respondents to serve as lead agencies for one or more of the nine geographical services areas designated for the Essex County Juvenile Family Crisis Intervention Program, also known as Family Crisis. NOTE: Agencies proposing to serve more than one Family Crisis catchment area may submit one proposal with separate narrative descriptions and budgets for each area.

1. Family Crisis Lead Agency

Lead agencies are organizations that assemble and direct diverse community resources in support of clients. Family Crisis lead agencies are responsible for providing services to eligible youth and families who reside within one of the nine service areas designated for Essex County. Lead agencies provide a mix of short-term family-focused interventions designed to address the needs of troubled youth and their caregivers. These services include activities to: improve emotional/behavioral health outcomes; improve family functioning, offset truancy, decrease disciplinary referrals and suspensions; and assist the development of practical skills (e.g., positive behavioral interventions and supports and self advocacy). Family Crisis lead agencies must maintain a flexible schedule of operation that can accommodate the needs of in-school youth and working parents.

Annual service levels for Family Crisis lead agencies are listed in the chart shown below. A unit of service for this component is defined as up to seven face-to-face contacts per case opening.

Activities should include outreach, screening, assessment, individual and family counseling, referral and advocacy. The use of evidence-based intervention is encouraged. Agency techniques for engaging resistant youth and families should be included in the program description.

Successful applicants must demonstrate knowledge of the communities they propose to serve and have a working and comprehensive knowledge of crisis stabilization techniques and intervention strategies, family dynamics, normal adolescent development, DCP&P, CBHS, and local resource availability and use. The applicant must operate a program consistent with the requirements set forth in the Juvenile/Family Crisis Operations Manual which includes experiential and educational provisions for staff serving as juvenile-family crisis counselors as mandated under N.J.S.A. 2A:4a-79. Refer to page 34 of the Juvenile/Family Crisis Operations Manual. In addition to the aforementioned requirements, the proposer must provide for the supervision of FCIU counselors by a licensed clinician.

Awardees will also be required to submit programmatic and financial reports on forms provided by the Commission and the Division of Youth Services.

The Division of Youth Services has designated nine service areas for the **Family Crisis Lead Agency** program. Each service area with its annual level of service (LOS) and projected performance-based budget is listed in the table shown below:

ESSEX COUNTY FAMILY CRISIS LEAD AGENCY SERVICE AREAS (9)		
Catchment Area	Annual LOS (Cases Served)	Projected Budget
City of Newark*		
East Ward	44	\$18,191.36
Central Ward	120	\$49,612.80
West Ward	110	\$45,478.40
North Ward	106	\$43,824.64

The successful applicant must employ staff who have a working and comprehensive knowledge of crisis stabilization techniques and intervention strategies, family dynamics, normal adolescent development, DCP&P, CBHS, and local resource availability and use. Moreover, staff serving as juvenile-family crisis counselors must meet or exceed the experiential and educational provisions mandated under N.J.S.A. 2A:4a-79. (See page 34 of the Juvenile/Family Crisis Operations Manual.) **In addition, Essex County requires non clinician staff working as Family Crisis counselors to be supervised by a licensed clinician.**

Contracted agencies will be required to document client intake and closures on forms provided by the County. Other programmatic requirements will be contained within the Special Provisions section of the County contract and may be subject to amendments as required.

D. Funding Information:

All programs will be administered by the Essex County Department of Citizen Services/Division of Youth Services/Juvenile Detention Center . Contracts are anticipated to commence January 1, 2017, and end on December 31, 2021, contingent on the approval by the Essex County Board of Chosen Freeholders.

Funding Source and Level

Family Crisis Lead Agency programs are funded by the Division of Youth Services. Family Crisis programs will be awarded performance-based contracts and will be reimbursed quarterly at a fixed rate (\$413.44) for every appropriately documented unit of service (1 to 7 face-to-face service contacts) as based on established guidelines. Payments will not exceed the contract ceiling.

The budget appropriation for all family crisis lead agencies in FY 2016 was \$376,231; however, the final award is subject to the County's FY 2017 funding appropriation for this activity.

NOTE: Funds awarded under this RFP may not be used to supplant or duplicate existing funding. Expenses incurred prior to the effective date of the contract will not be reimbursed by the County.

E. Applicant Eligibility Requirements:

1. Applicants must be for profit or not for profit organizations.
2. Applicants must be in good standing with all State and Federal agencies with which they have an existing grant or contractual relationship.

3. Applicants may not be suspended, terminated, or barred for deficiencies in performance of any award, and all past issues must be resolved as demonstrated by written documentation.
4. Applicants that are presently under contract with the County of Essex must be in compliance with the terms and conditions of their contract.
5. Where appropriate, all applicants must hold current State licenses.
6. Applicants must have a governing body that provides oversight as is legally required.
7. Applicants must have the capability of uphold all legal, administrative, and operating standards as outlined in this document.
8. Applicants must have a demonstrated track record of working successfully with children and youth for at least five years in one or more of the following areas: physical or mental health, vocational-occupational training, individual or group counseling, education (standard or remedial), recreation, advocacy, custodial, referral and rehabilitative.
9. Applicants must have a minimum of five (5) years demonstrated track record of collaborative, interagency work with local youth serving networks and providers.

F. Administration:

1. Screening for Eligibility, Conformity and Completeness

The Essex County Office of Purchasing and Department of Citizen Services staff will screen proposals for eligibility and conformity with the specifications set forth in this RFP. An initial screening will be conducted to determine whether the application is eligible for review or immediate rejection.

The following criteria will be considered, where applicable, as part of the preliminary review process:

- A. The application was received prior to the stated deadline.
- B. The application is signed and authorized by the applicant entity's Chief Executive Officer or equivalent.
- C. The application is complete in its entirety, including all required attachments and appendices.

Upon completion of the initial screening, proposals meeting the requirements of the RFP will be distributed to the Proposal Evaluation Committee for its review and recommendations. Failure to meet the criteria outlined above, or the submission of incomplete or non-responsive applications constitutes grounds for immediate rejection of the proposal.

2. Proposal Review Process

The Department of Citizen Services will convene a Proposal Review Committee consisting staff members and juvenile justice stakeholders to review applications in accordance with the established criteria outlined in Section II of this document. All reviewers will complete a conflict of interest form. Reviewers with conflicts or the appearance of a conflict will be disqualified from participation in the review process. The Proposal Review Committee will score proposals and make recommendations to the County Administrator/Purchasing Agent who will then make a report and final recommendation to the Board of Chosen Freeholders as to the grant award to be made.

The ECYSC reserves the right to conduct a site review and/or request that applicants present their proposal in person for final scoring.

The ECYSC also reserves the right to reject any and all proposals when circumstances indicate that it is in its best interest to do so. Best interests in this context include, but are not limited to: loss of funding for the contract; the inability of the applicant to provide adequate services; the applicant's lack of good standing with the County; and

any indication of misrepresentation of information and/or non-compliance with any Essex County contracts, policies and procedures, or State and/or Federal laws and regulations.

All applicants will be notified in writing of the County's intent to award a contract.

G. Post Award Requirements:

Awardees will be required to comply with the terms and conditions of the County of Essex contracting rules and regulations as set forth in the contract including Article 27 Special Provisions and the General Provisions Governing Contracts for Consultants, Professionals and Technical Services document. Awardees will also be required to comply with applicable State and Federal laws and statutes, assurances, certifications, and regulations regarding funding.

Upon receipt of the award announcement, if appropriate, selected applicants will be minimally required to submit copies of the following documents:

- Current audit report
- Applicable professional and operating licenses
- Statement of Certain Political Contributions Made After July 11, 1986
- Certificate(s) of Insurance

SECTION II – APPLICATION INSTRUCTIONS

H. Proposal Requirements and Review Criteria:

All applications will be evaluated and scored in accordance with the following criteria:

The narrative portion of the application should be double-spaced with margins of 1 inch on the top and bottom and 1 1/2 inches on the left and right. The font may be no smaller than 12 points. There is a 15 page limitation for the narrative portion. The narrative must be organized appropriately and address the key concepts. Items included in the transmittal cover letter, budget pages, and attachments do not count towards the narrative page limit. Each proposal must contain the following items organized by heading.

NOTE: Agencies submitting for more than one Family Crisis catchment area must complete a separate narrative, budget and cover sheet for each area.

1. Applicant Organization (10 Points)

Describe the agency's history, mission and goals, and where appropriate, any record of accomplishments in working in collaboration with the County of Essex.

Describe the agency's governance structure and its administrative, management, and organizational capacity to enter into a contract with the County of Essex. Note the existence of any professional advisory boards that support the operations. If applicable, indicate the relationship of the staff to the governing body. Attach a current organizational chart.

Provide an indication of the agency's demonstrated capability to provide services that are consistent with the goals and objectives for the program to be funded. Include information on current programs managed by the agency, the funding sources and if available, any evaluation or outcome data.

2. Need Justification (10 Points)

Provide documentation describing the local need for the proposed services, including

- Statements that demonstrate an understanding of the problem and the needs of the targeted community/service area; and

- A summary of existing services, including identified gaps in the current provision and availability of those services.

3. Program Approach

(50 Points)

Specify a program approach that includes an overview of the proposed services and their anticipated impact on the target population, including:

- A description of the agency's capacity to achieve the outcomes described in Sections B and C of this specification. Describe the services to be provided, including the specific goals and objectives of each;
- A description of the activities or methods that program personnel will employ to achieve the service objectives;
- A description of any collaborative efforts or processes that will be used to provide the proposed services (attach any affiliation agreements or Memoranda of Understanding);
- Information on the accessibility of services, including the hours and days that services will be available to clients, the geographic location(s) where services will be provided; and
- Information on the level of service (LOS), including a definition of each unit of service and an indication of the level of service anticipated throughout the contract period.

Indicate the number, qualifications and skills of all staff, consultants, and/or volunteers or interns who will perform the proposed service activities. Attach an organizational chart for the proposed program operation; job descriptions that include all educational and experiential requirements; salary ranges; and resumes of any existing staff who will perform the proposed services.

Describe the management and supervision methods that will be utilized.

Provide an agency scenario outlining a client's progression through the proposed program from first contact to case closure. Indicate staff titles responsible at each point of the intervention process.

Describe how the program will address the needs of the various and diverse cultures within its service area.

4. Outcome Evaluation

(15 Points)

Describe the outcome measures that will be used to determine if the service goals and objectives of the program have been met. Provide a brief narrative and attach copies of any evaluation tools that will be used to determine the effectiveness of the program services.

If this application describes a program that has been funded previously by Essex County, indicate the outcomes that have been achieved that would warrant continued funding of this program.

5. Budget

(15 Points)

The cost efficiency of the proposed budget will be considered as it relates to the anticipated level of services (LOS). Therefore, applicants must clearly indicate how this funding will be used to meet the project goals and/or requirements. The budget should be reasonable and reflect the scope of responsibilities required to accomplish the goals of the proposed project.

Budget forms and instructions are included in this document. Be sure to include a budget narrative.

I. Supporting Documents:

Applicants must submit a complete application signed and dated by the Chief Executive Officer or equivalent. The proposal narrative must be organized as outlined in Section H and include a completed cover sheet, executive summary and budget.

County of Essex

Juvenile Family Crisis Intervention Program
Proposal Submission Cover Sheet and Executive Summary

1. Service Category: Family Crisis
2. Service Area: Newark <input type="checkbox"/> Ward: Suburban Essex Area:
3. Name of Program
4. Number of Youth to be Served
5. Maximum Enrollment Level At One Time
Length of Time in Program Per Enrollee

6. Family Crisis Program Schedule (Timeframe Services will be Available to Clients)			
Monday	<input type="checkbox"/>	From	Until
Tuesday	<input type="checkbox"/>	From	Until
Wednesday	<input type="checkbox"/>	From	Until
Thursday	<input type="checkbox"/>	From	Until
Friday	<input type="checkbox"/>	From	Until
Saturday	<input type="checkbox"/>	From	Until
Sunday	<input type="checkbox"/>	From	Until

7. Incorporated Name of Applicant (or Trustee)
8. Type: Public Profit, Non-Profit or Hospital Based
9. Federal ID Number: Charities Reg. Number
10. Address of Applicant
11. Address of Program, if known
12. Contact Person
13. Phone Number

14. Total Dollar Amount Requested
15. Unit Cost \$ per
16. Funding Period

SIGNATURE: CHIEF EXECUTIVE OFFICER OR EQUIVALENT (MANDATORY)

Name of Chief Executive Officer (Print)

Signature/Date

An Executive Summary of proposed program must be attached to this document.

County of Essex

Budget Instructions for Family Crisis Intervention Program/Shelter Facility

Instructions for completing the budget section of the proposal

Include a budget narrative to accompany the budget forms provided in Appendix E. Please complete the Budget Expense Summary, the Personnel Expense Detail and the Other Expense Detail. Complete the identifying information at the top of each budget form and using additional sheets as necessary.

Budget Narrative: Provide an accompanying text narrative that explains the budget and shows a clear link between the services and activities, core components and proposed spending plans.

Budget Expense Summary: The budget expense summary summarizes the expected expenditures by budget category and program as specified in the proposal. Please list all anticipated expenditures required to meet the needs of the proposal for services by the categories indicated on the form. List the anticipated level of service (Total units of service) for the program and the description of the unit to be used for measurement of service. Indicate all other than the Essex County funding sources for the program in the proposal.

Personnel Expense Detail: Include all personnel by staff title, the hours per week assigned to this proposal and percentage of total salary paid by this program. If personnel salaries are supplemented by other sources, list the amount(s) of these allocations, and the percentage amount of the total salary (Must = 100%). As requested in the RFP, include a Table of Organization. Note: The totals from this expense area should also be included on the Budget Summary.

Other Expense Detail: List how expenses are allocated to the various categories of the proposal. List the categories as indicated on the Budget Expense Summary B through F.

DEFINITIONS

1. **Category** – The breakdown of costs by personnel and other expenses.
2. **Requested in this Proposal** – The amount to be funded by Essex County under this RFP.
3. **Funds Available From Other Sources** – The amount of funding that will supplement the funding from Essex County, if any, for this proposal.
4. **% of Total** – The percentage amount of each funding sources' contribution to the total funding amount cited for the program.
5. **Total Funding** – The total amount of money requested from Essex County and supplemented by other funding sources.
6. **Net Proposal Request** – The total amount to be funded by Essex County under this RFP.
7. **Units of Service** – The outputs (services) of the program used as a standard of measurement, e.g., hours, trips, sessions
8. **Unit Cost** – The amount of the request divided by the total units of service.
9. **Level of Service** – The number of unduplicated clients to be served by the program.

Budget Expense Sheet

INSERT HERE

Personnel Expense Sheet

INSERT HERE

Other Expenses

INSERT HERE