

COUNTY OF ESSEX

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

RFP 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"/>	Consent Of Insurance Coverage – read and sign	17-19	
<input checked="" type="checkbox"/>	Applicant/Proposer's Affidavit – complete and sign	20	
<input checked="" type="checkbox"/>	Disclosure Statement	21	
<input type="checkbox"/>	Mandatory Equal Employment Opportunity Language Exhibit A - read	22	
<input checked="" type="checkbox"/>	Affirmative Action Language Acknowledgement Form - sign	24	
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language - sign	26	
<input type="checkbox"/>	Business Registration Certificate Form	27	
<input checked="" type="checkbox"/>	Vendor Information Sheet - Complete	29	
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran	30	
<input checked="" type="checkbox"/>	Authorization and Release– sign	31	
<input checked="" type="checkbox"/>	Addenda Acknowledgement Form – sign	32	
<input checked="" type="checkbox"/>	Specifications and Signature Page	Last Pages	

- means read the item(s)

Respondent Signature: _____

- means provide the required form(s)

GENERAL INFORMATION

REQUEST FOR PROPOSAL # 16-216

SUBJECT OF RFP: To Provide Professional Investigative Services

REQUESTING AGENCY: Office of County Counsel

AGENCY CONTACT: Fax#: 973-621-5109

Julius N. Coltre, Acting Purchasing Director
Office of Purchasing, Hall of Records, Room 335
465 Dr. Martin Luther King, Jr. Blvd.
Newark, New Jersey 07102

SUBMISSION REQUIREMENTS: One (1) original and two (2) copies shall be sent to:

Julius N. Coltre, Acting Purchasing Director
Office of Purchasing, Hall of Records, Room 335
465 Dr. Martin Luther King, Jr. Blvd.
Newark, New Jersey 07102

PROPOSAL ACTIVITIES:

1. **Timetable:**

RFP Release:	December 20, 2016
Proposer's Conference:	N/A
Submission Deadline for Receipt of Proposal:	January 4, 2017 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 to 973-621-5109, no later than eight (8) business days prior to the proposal submission deadline (due date). The specific RFP section page number to which each question refers is to be indicated.

Answers to all questions, as well as copies of the questions, will be given to each Proposer who request such in writing unless a question is of such a nature that it would disclose information proprietary to the asking Proposer. Only responses in writing by the Agency Contact person will be considered official.

4. Submissions of Proposals

To facilitate the evaluation process, proposer is to submit one (1) original and two (2) 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 the Submission Deadline for Receipt of Proposal (found on Page 3 of this document). Proposer mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposals by the deadline.

Delivery is the sole responsibility of the proposer.

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

NOTE: ALL PROPOSALS ARE TO BE SEALED and clearly marked on the outermost packaging or envelope with the project name and project/bid number (see cover page), and must be received by mail or other method of delivery by no later than the submission deadline date and time so stated on the cover of this document.

5. Restriction on Contact with County Employees

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

6. Security of Proposals

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

7. Prime Contractor Responsibilities

In the event that a proposal includes the performance of work by another vendor or organization, it shall be mandatory for the prime contractor (i.e., the successful Proposer) to assume full responsibility for such tasks specified in the Proposal.

The County will contract only with the successful Proposer. The County will consider the prime Contractor to be the sole contract with regard to all provisions of the proposal. Payment of all charges resulting from the negotiated contract shall be the Prime Contractor only.

8. Incurring Costs

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

9. Notification of Selection

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

10. Type of Contract Anticipated

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

11. Performance Period

The Performance Period is: January 1, 2017 - December 31, 2017.

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. Where circumstances and/or the needs of the County significantly change, or the contract is otherwise deemed no longer to be in the public interest, the County of Essex may modify quantities or terminate a contract entered into as a result of this RFP, upon no less than thirty (30) days’ notice to the vendor.

13. Open Public Records Act

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

14. Appearance at Governing Body Meeting

Be advised that for award of bid your organization may need to attend Essex County Board of Chosen Freeholder meeting, unless otherwise notified by the county.

15. 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.

VENDOR CERTIFICATION

I, _____, am duly authorized representative of

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

NOTARY:

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.

_____.

Subscribed and sworn to

before me this day _____ of

_____, 2_____

Vendor Signature

(Type or print name)

Notary Public

My Commission expires: _____

(seal)

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 respondent

entitled _____ and that I executed the said Response with
(title of request)

full authority to do so that said respondent 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 Response 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 Response 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: _____

(BIDDER MUST CHECK ONE OF THE FOLLOWING)

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

OR

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

NOTE: If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization (MUST CHECK ONE):

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Non-Profit (501c3) | |

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

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)

(Notary Public)

(Print name of authorized signatory)

My Commission expires:

(Corporate Seal)

(Notary Seal)

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
Date

Title

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

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 submitted a proposal on County of Essex business under another name?

_____ If the answer is yes, list below the name or names:

12. Have you any outstanding bids or proposals for contracts with the County of Essex? _____ If the answer is yes, list them.

Subject

Requesting Agency

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

Subject

Amount

Awarding Agency

APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

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:

- | | | |
|-----|----------------------------------|-------------|
| (1) | Each Occurrence: | \$1,000,000 |
| (2) | General Aggregate: | \$2,000,000 |
| | Products/Completed Operations | |
| a) | Each Occurrence: | \$1,000,000 |
| b) | General Aggregate: | \$2,000,000 |
| (3) | 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.

PRINCIPAL:

Sworn to and subscribed
before me on this ____ day

of _____, 20____

(Respondent's Company Name)

(Authorized Signature on Behalf of the Principal)

(Print Name)

INSURER:

NOTARY PUBLIC

(Insurer's Company Name)

(Authorized Signature on behalf of the Insurer)

APPLICANT/PROPOSER'S AFFIDAVIT

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

STATE OF NEW JERSEY

ss:

COUNTY OF _____

AFFIDAVIT

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

Signature of Applicant

Print/Type Name

Title

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

Notary Public or Commissioner of Deeds

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.

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.**

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

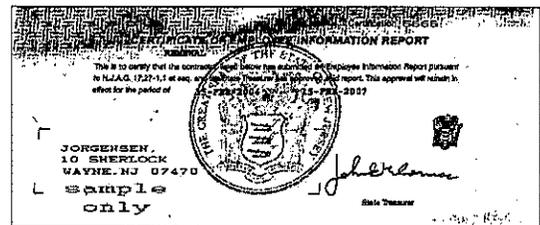
OR

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

OR

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

Sample of Certificate



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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27 and agrees to furnish the required forms of evidence.

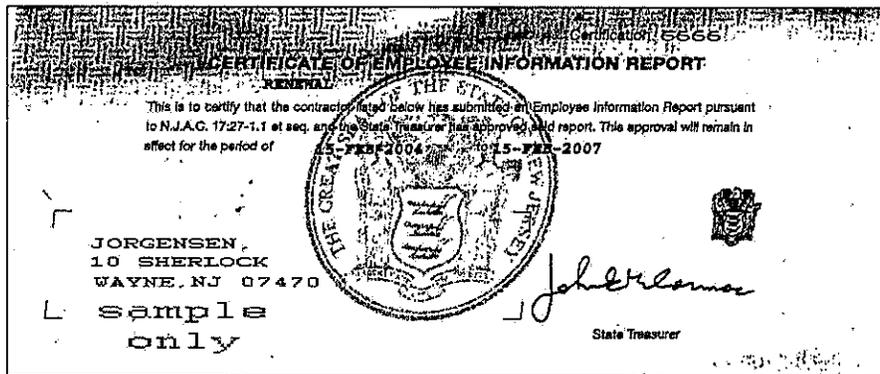
The undersigned vendor further understands that his/her response shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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



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 thereunto, 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 respondent (contractor) is required to be registered at or before time of response award. Proof of registration shall be a copy of the respondent's Business Registration Certificate (BRC), which must be submitted by or before award of contract. 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	TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION: 870-087-382/500	SEQUENCE NUMBER: 010733
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 07/14/04	

J.P. S. Kelly

This Certificate is NOT assignable or transferable. It may be temporarily 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:	1095997
Date of Issuance:	October 14, 2004
For Office Use Only:	
200-41-01-411283533	

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

VENDOR'S INFORMATION SHEET

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

COMPANY/RESPONDENTS NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

FEDERAL I.D. NUMBER: _____

NAME OF PERSON PREPARING RESPONSE: _____

REMITTANCE ADDRESS

REMITTANCE NAME: _____

REMITTANCE ADDRESS: _____

REMITTANCE PHONE: PERSON TO CONTACT: _____

FAX NUMBER: _____

PROJECT MANAGER / POINT OF CONTACT

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CELL PHONE NUMBER: _____

PAGER NUMBER: _____

FAX NUMBER: _____

PERSON TO CONTACT: _____

EMAIL ADDRESS: _____

EMPLOYER I.D. # or S.S. #: _____

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

RFP#16-216
TO PROVIDE PROFESSIONAL
INVESTIGATIVE SERVICES

I. INTENT

Essex County, New Jersey, (the "County"), wishes to receive Proposals from experienced professional investigation firms to provide professional investigative services for the County Adjuster, which are required pursuant to the provisions of N.J.S.A. 30:4-34 et seq. during the twelve (12) month period January 1, 2017 to December 31, 2017 (the "Services"). Proposal must be responsive to all information sought by this RFP in order to be considered.

The County reserves the right to select and utilize that Investigator whose services are deemed to be most advantageous and in the best interests of the County.

A contract for the Services of Professional Investigations shall come into force and effect only upon the execution of a contract recommended by the team evaluating the Proposals, and authorized by the County's Board of Chosen Freeholders.

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

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

II. SUBMISSION GUIDELINES

To be considered, a responsive Proposal must be submitted to the Office of Purchasing, County of Essex, Hall of Records, 465 Dr. Martin Luther King, Jr. Blvd., Room 335, Newark, NJ 07102 by 11:00 a.m. on January 4, 2017, at which time all Proposals will be opened publicly and the names of the Proposers read aloud. Evaluation of Proposals and announcement of the award of a contract to the successful Proposer will be done at a later date.

III. SCOPE OF SERVICES

The scope of services to be provided by the professional investigation firm are to perform the investigations required by N.J.S.A. 30:4-34 et seq. of patients admitted to the Essex County Hospital Center and other New Jersey State and County institutions for the mentally ill.

The following guidelines shall be used to conduct an investigation for the Essex County Adjuster's Office, within the Office of the Essex County Counsel, to obtain bona fide information to establish the patient's legal settlement and financial ability to pay in accordance with applicable State Statutes and regulations. The New Jersey Administrative Code at N.J.A.C. 10:7 sets forth

the Role of the County Adjuster. N.J.A.C. 10:7-4.1 establishes the County Adjuster's responsibilities for preparing court orders of settlement and support for Clients (Patients)/LRRs of State psychiatric hospitals (DMHS) and/or county psychiatric hospitals. All patient information is protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and other Federal and New Jersey laws. The successful respondent shall be required to execute a HIPAA Business Associate Agreement. Pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulation, the Standards of Privacy of Individual Identifiable Health Information at 45 C.F. R Part 160 and 164, Subpart A and E ("Privacy Rule"), Essex County is required to enter into an agreement with the Business Associate, pursuant to which the Business Associate shall comply with and appropriately safeguard Protected Health Information ("PHI") that it will use and disclose when performing functions, activities or services ("Services") for Essex County.

1. Review the patient's file for identifying information. Utilize all admissions screening information from current and prior commitment(s), including prior investigations or investigations from other counties if included with the case file, to identify information listed below. However, past investigations alone shall not be the basis for establishing the current legal settlement of a patient. The successful respondent shall be required to visit the Office of the Essex County Counsel, located at the Hall of Records Building, 465 Dr. Martin Luther King Jr. Blvd, Newark, NJ, on a monthly basis (or less frequent if deemed appropriate by the County) to obtain hard copy patient files and to return completed investigations and files concerning the following:
 - residency data;
 - legally responsible relatives (LRR);
 - potential income;
 - assets, including real and personal property;
 - insurance coverage;
 - Medicaid coverage;
 - Other benefit information;
 - Any other useful information.
2. Conduct data base inquiries to verify patient's identity, DOB, and SSN, and identify past addresses and property ownership.

3. Contact LRRs, other relatives, prior facilities and any other sources as necessary to obtain/verify data.
4. When practical, interview the patient, spouse, parents, friends, and neighbors for residency data.
5. When necessary, contact facilities from past commitments to obtain residency/financial data.
6. Obtain written documentation, when possible.
7. Obtain residency/financial data from municipal, county, and federal agencies providing benefits to the patient, when necessary.
8. Obtain verbal information, where possible, however, unsubstantiated verbal information alone is not sufficient to establish legal settlement in a county.
9. Patient's legal settlement in a specific county shall be based on documented information. When such documentation cannot be obtained, the patient's legal settlement shall be found to be with the State of New Jersey and not a county therein.
10. All work sheets and investigation reports shall be safeguarded and properly stored on a secure computer server/hard drive with adequate backup.
11. The investigation report shall indicate a specific county of the patient's legal settlement or if the patient's legal settlement cannot be found in any county of the State, then legal settlement shall be designated as the State of New Jersey, in accordance with criteria set forth in New Jersey Statutes Annotated (N.J.S.A.) 30:4-49 through 30:4-49.6; 30:4-50; 30:4-51; 30:4-52; 30:4-53; and 30:4-54.
12. All investigations shall be peer reviewed prior to submission to the Office of the Essex County Counsel.

IV. CONTENT OF PROPOSAL

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

- Firm's Name.
- Any business name previously worked under.
- Locations of all business offices.
- Number of years in business performing professional investigations.

- Experience working with Essex county Governmental entities, agencies, and boards, during the last five (5) years.
- List of contracts with other Governmental entities, agencies, and boards, during the last five (5) years.
- List of lawsuits filed against your firm during the last five (5) years, and the outcome thereof.
- List of contracts not completed, or rescinded by the other party during the last five (5) years, and the reason therefore.
- Provision of three (3) references who will verify experience, timeliness and professionalism of the firm in rendering professional investigation services.
- Affirmation of ability to adhere to the terms and conditions set forth in the “Scope of Services.”
- Provision of representative samples of work matching the criteria set forth in the “Scope of Services.”

V. EVALUATION CRITERIA

The following criteria will be used to evaluate each proposal submitted under this Request for Proposals (RFP). Having been made aware of the evaluation criteria, each proposer must submit sufficient information in its proposal that will address each and every evaluation criteria point.

1. Technical Criteria – Proposal Methodology:

- (A) Does proposal demonstrate a clear understanding of the scope of work and related objectives?
- (B) Is the proposal complete and responsive to the specific RFP requirement?
- (C) Has the past performance of the proposer been documented?

2. Management Criteria:

- (A) Project Management:
 - (1) Is there a project management plan?
- (B) History and experience in performing the work:

- (1) Does the proposer document a record of reliability and of timely delivery?
- (2) Does the proposer demonstrate a track record of service as evidenced by on-time and contract compliance performance?
- (3) Does the proposer document industry or program experience?
- (4) Does the proposer have a record of moral integrity?

(C) Availability of personnel, facilities, equipment and other resources:

- (1) To what extent does the proposer rely on in-house resources vs. contracted resources?
- (2) Are the availability of in-house and contract resources documented?

(D) Qualifications and experience of personnel:

- (1) Documentation of experience in performing similar work by employees, and when appropriate, sub-contractors.
- (2) Does the proposer make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments?
- (3) Does the proposer demonstrate cultural sensitivity in hiring and training staff?

3. Other Criteria:

- (A) Proposer's financial stability and strength – Does the Proposer have sufficient financial resources to meet its obligations?

VI. FEE ARRANGEMENTS

Please include your proposed fees for the professional investigation services as set forth in Section III. Scope of Services of this RFP. Your proposed fees shall be presented in two (2) Parts, as follows:

Part 1: Respondents (Proposers) shall use the format shown below to propose Part 1 fees. Respondents shall propose a Firm Fixed Fee-For-Service to conduct a professional investigation for current year (calendar year 2017) patients admitted to New Jersey State and County psychiatric hospitals and multiply the proposed Firm Fixed Fee-For-Service by the County’s projected need for a total number of investigations for patient admitted to the psychiatric hospitals listed below. The County reserves the right to reduce the number of investigations. The respondent shall be paid for only the investigations actually completed. The proposed Part 1 fees are an amount that cannot be exceeded.

Essex County Hospital Center	235
Other State and County Psychiatric Hospitals	115
Total Projected Investigations for Year	350
Proposed Firm Fixed Fee-For-Service Per Investigation	\$
Total Proposed Part 1 Fees (Not to Exceed)	\$

Part 2: Respondents (Proposers) shall use the format shown below to propose Part 2 fees. Respondents shall propose a Firm Fixed Fee-For-Service to conduct a professional re-investigation for patients admitted to New Jersey State and County psychiatric hospitals in prior years, which have existing investigations for which the County finds a need to re-investigate to confirm or amend the findings of the prior investigation. Respondents shall multiply the proposed Part 2 Firm Fixed Fee-For-Service by the County’s projected need for a total number of re-investigations as shown below. The County reserves the right to reduce the number of re-investigations. The respondent shall be paid for only the re-investigations actually completed. The proposed Part 2 fees are an amount that cannot be exceeded.

Total Projected Re-investigations	500
Proposed Firm Fixed Fee-For-Service Per Investigation	\$
Total Proposed Part 1 Fees (Not to Exceed)	\$

Total Not to Exceed Proposed Fee for Part 1 and Part 2 Services	\$
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The undersigned has read and understands the specifications herein and agrees to provide the services required for the compensation listed above

BUSINESS NAME _____

AUTHORIZED SIGNATURE _____ DATE _____

PRINT NAME _____ TITLE _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TAX I.D. _____

ADDRESS: _____

PHONE _____ FAX _____

EMAIL _____