

1. Introduction

The Borough of Raritan is seeking professional consultant services to achieve New Jersey State Law Enforcement Accreditation Commission (NJLEAC) accreditation.

The project is to be completed 12 months from the award of contract. Should the consultant provide a project execution strategy that can achieve the project goals in a shorter period of time, these efficiencies would be viewed favorably.

2. Administrative Conditions and Requirements

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

2.1 Schedule

Release of RFP September 13, 2019
(Published: Borough of Raritan website)

Proposal Due Date September 25, 2019

Evaluation Completed September 30, 2019

Governing Body Action October 8, 2019

Contract Execution and Project Initiation October 22, 2019

2.2 Proposal Submission Information

Submission Date and Time:

September 25, 2019 at 11am
One (1) Original & Three (3) copies

Submission Office:

The Borough of Raritan
22 First Street
Raritan, NJ 08869

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Borough Administrator. The original proposal shall be marked to distinguish it from the three (3) copies.

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 Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals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

2.3 Using Department Information

The Borough of Raritan
Police Department
22 First Street
Raritan, NJ 08869
Accreditation Manager:
Chief Raymond Nolte
Phone Number: 908-725-6700 ext 9
Email Address: nolter@raritanpd.org

2.4 Borough Representative for this Solicitation

Please direct all questions in writing to:

Karin E. Kneafsey, QPA
The Borough of Raritan
22 First Street, Raritan, NJ 08869
PHONE: (908) 231-1300
Fax: (908) 231-0810
Email: kkneafsey@raritan-nj.org

2.5 Interpretations and Addenda

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

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.8.2 Mandatory EEO/Affirmative Action Compliance

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

2.8.3 Americans with Disabilities Act of 1990

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

2.8.4 Stockholder Disclosure

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

2.8.5 Non-Collusion Affidavit

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

2.8.6 N.J. Business Registration Certificate

Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be

cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link:

<http://www.state.nj.us/treasury/revenue/busregcert.htm>

2.8.7 “Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

- (1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- (2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
- (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us.
- (4) If you have any questions please contact ELEC at:
1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

2.8.8 Insurance and Indemnification

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

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

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

2.8.9 HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the Borough harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of

the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

2.8.10 Proof of Licensure

Proof of licensure for providing Professional Services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

2.9 Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the County opts to extend terms and conditions of this RFP, the contractor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the County may solicit the goods and/or services from any respondent on this contract.

2.10 Multiple Proposals Not Accepted

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

2.11 Failure to Enter Contract

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

2.12 Commencement of Work

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

2.13 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

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

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

2.14 Non-Allocation of Funding Termination

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds

appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

2.15 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

2.16 Payment

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

Payment will be made on presentation of owner's voucher duly signed and executed.

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

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

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

2.17 Non-payment of Penalties and Interest on Overdue Bills

Public funds may be used to pay only for goods delivered or services rendered. Raritan Borough will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Borough to pay additional fees.

2.18 Ownership of Material

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

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to

this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner.

2.19 **Multi-Brand Manufacturer's**

Specifications for a contract item may include a specific manufacturer's brand and model number or equivalent. The product brand or brands referenced in the specifications shall be restricted to one brand produced or manufactured by a multi-brand commercial products manufacturer.

2.20 **Consultant Affiliation**

Consultants are prohibited from specifying a product line in which such consultant has an affiliation. As such, there shall be no affiliation between the consultant and product manufacturers referenced in the specifications, nor shall the consultant endorse those companies or manufacturers referenced in the specifications.

2.21 **W-9**

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

3. **Scope of Work**

Background

The statutory mission of the Borough of Raritan's Police Department is to use all reasonable and lawful diligence for the detection, arrest, indictment and conviction of offenders who violate the laws of New Jersey. As a constitutionally established law enforcement agency, the Raritan Borough Chief of Police, as the chief law enforcement officer for the Borough, provides leadership and supervision over all the of the Borough Police with a view to ensure the effective, efficient and uniform enforcement of the criminal laws and the administration of criminal justice throughout the Borough.

The Borough of Raritan's Police Department is committed to fulfilling these constitutional and statutory mandates as well as strengthening law enforcement's relations with the public; enhancing the quality of life for the citizens of Raritan Borough; ensuring the rights of crime victims are enforced and that victims are treated with fairness, compassion and respect; and, pursuing justice for all.

The office has 1 Chief, 2 Captains, 4 Lieutenants, 2 Sergeants, 2 Detectives, 10 Patrol Officers and 1 administrative, support and clerical employee.

- Business Office hours are from 8:00am to 4:00pm, Monday thru Friday
- Communications hours via County Communications are 7 days a week, 24 hours a day.

The New Jersey State Law Enforcement Accreditation Commission (NJSLEAC) is a Commission under the control and supervision of the New Jersey Association of Chiefs of Police (NJACOP). NJSLEAC requires an agency to establish and maintain compliance with the 112 core standards in order to receive accreditation. The Borough of Raritan Police Department is in the process of assuring compliance to meet the core standards and establish accreditation in conjunction with NJSLEAC.

General Requirements

The consultant will work with Raritan Police Department Accreditation Manager(s) and act as the Lead Accreditation Manager to ensure compliance with NJLEAC and NJSACOP and guarantee Accreditation

The Consultant must be experienced as an Accreditation Manager in order to review current procedures within the Raritan Police Department . The Consultant will write, update and assist with the implementation of those policies to meet the 112 or more core standards required for accreditation within the NJLEAC and NJSCOP. In addition the Consultant will assist with other tasks associated with the accreditation process. The Consultant will work directly with the Raritan Police Department Accreditation Manager(s). All work, policy changes, updates or recommendations must be discussed and submitted in writing to the Prosecutor's Accreditation Manager(s) for approval before proceeding to implement same.

The Consultant shall:

- A. Have a minimum three years experience with:
 - 1. NJLEAC & NJSACOP Accreditation Standards Review Process and Interpretation.
 - 2. Conducting a critical analysis of police / prosecutor's office operations.
- B. Successfully managed the accreditation of at least three County Prosecutor Offices and at least five municipal Law Enforcement agencies in the State of New Jersey.
- C. Working knowledge and hands on experience with the NJLEAC Accreditation Software.
- D. Served successfully as a New Jersey CALEA Team Leader, NJSACOP or NJLEAC Team Leader during an On-site assessment.
- E. Understanding of Somerset County policies and procedures and compliance with all applicable statutes, Attorney General Guidelines and Directives, county prosecutor guidelines and directives, local laws and administrative code, collective bargaining agreements etc. and compliance with accreditation standards.
- F. Strong working knowledge and experience working with and understanding of Records Management requirements in terms of accreditation process.
- G. Ability to provide necessary recommendations for training in new policies and procedures to Raritan Police Department personnel.
- H. Ability to assist Raritan Police Department in completing the Accreditation Application.
- I. Responsibility, once implementation has occurred for preparing all the necessary documentation for the Raritan Police Department for both new procedures and troubleshooting purposes. This documentation should clearly present the modifications to the system and illustrate the workflow

- associated with using the new administrative components of their product. In addition, update SOP's to support new Standard Operating Procedures for the Raritan Police Department .
- J. Ability to work with and provide the Municipality with the necessary documentation (SOP's, Policies etc) in a compatible electronic format such as (TIFF) for storage.
 - K. Ability to complete work without providing any subcontractors as inspectors on the final process and/or recertification reviews.
 - L. Ability to complete and submit the NJLEAC / NJSACOP application.
 - M. Ability to provide any and all additional information/documentation that may be requested by NJLEAC / NJSACOP in order to obtain accreditation.
 - N. Ability to attend any meetings and represent the Raritan Police Department at any meetings that may be required by NJLEAC / NJSACOP.

Project Administration Requirements For Accreditation

The Accreditation Manager of the Raritan Police Department will act as a single point of contact and will review all scope of activities, check and monitor the logistics of project implementation and training. Raritan Police Department reserves the right to interview or request a replacement of an individual assigned by the consulting firm. The Consultant's Accreditation Manager's responsibilities will also include various administrative and reporting activities to be completed throughout the accreditation effort.

- A. Project Team Kick-off Meeting
The Consultant will initiate the project by meeting with members of the Raritan Police Department to plan and prepare work that must be completed by the Consultant before progress towards the primary project deliverables can take place. This meeting will take place at The Borough of Raritan 22 First Street, Raritan, NJ 08869 This meeting shall be attended by primary members of the Consultant's Team. Objectives of this meeting will include but not be limited to:
 - Introduction of the primary Team members to the Raritan Police Department .
 - Review communications protocols for the project phase.
 - Review the primary goals and overall timeline for the effort.
 - Review the change management protocols and mechanisms.
 - Review the project invoicing procedure.
 - Discuss the identified project risks and impediments.

Deliverables - One four-hour Kick-off Meeting as described above.

- B. Project Work Plan Submission

The Consultant will be required to develop a Work Plan for the engagement before work is to begin. The Work Plan is required to be a detailed document describing the method and approach to accomplishing the scope of work. The Work Plan to be submitted is required to have sufficient information from any participant to provide a high level of confidence regarding communications.

This Work Plan will have the following chapters:

- 1.0 Introduction (brief introduction to the project

1.1 Scope of Work Overview (brief summary of the Scope of Work submitted as part of the RFP response).

1.2 Project Assumptions (list of facility, material, and procedural assumptions that are to be supplied by Somerset County and/or the Accreditation Manager).

2.0 Scope of Work

2.1 Deliverables Description – a description of the project deliverables as interpreted by the consultant and, as well as the steps involved in achieving each of the deliverables.

3.0 Project Schedule (deliverable-based milestones scheduling in the form of a Gantt Chart created using MS Project).

4.0 Completion Criteria (listing of Deliverables and Evaluation Metrics to be used by the consultant team to validate the deliverables).

5.0 Risk Management Plan (identifies points of concern and mitigating action items, one to two pages long, to be maintained and updated throughout the life of the project).

The project Work Plan is required to be delivered in electronic (MS Word) format. Supporting documentation is to also be delivered in electronic format. The Project Schedule is required to be delivered in electronic (MS Project) format.

Deliverables - One project Work Plan in electronic format.

C. Weekly Status Reporting

Primary communication of project status will be accomplished through weekly status reports. Weekly status reports are required throughout the effort. These weekly status reports are to be prepared and e-mailed to the Prosecutor's Office in electronic (MS Word) format. Individual weekly status reports are not anticipated to be more than two pages in length and should provide a concise synopsis of activities. The weekly status reports are to be broken down into the following sections:

- Accomplishments for this Reporting Period
- Tasks Planned but Not Accomplished
- Goals for the next Reporting Period
- Issues and Concerns
- Task-level Budget Status

In addition to weekly status reports, the Police Department may request additional status reports during heightened project activity weekly status meetings. Weekly status report meetings may be accomplished through teleconference in agreement with the Police Department. Each meeting is anticipated to take less than one hour. These meetings are to be held to resolve questions or issues currently open between the project parties. They could be procedural in nature or technical. An agenda will be discussed between the Prosecutor's Office and the Consultant prior to each meeting. The Prosecutor's Office reserves the right to cancel any individual weekly status meeting and will make attempts to notify the Project Manager in advance if this should occur.

Deliverables –

48 weekly status reports in electronic format

Participation in approximately 24 weekly status meetings

D. Monthly Meetings

Each month the Police Department and other invited project stakeholder representatives will meet in person for a project status report. While the meetings typically will include a concise status report by both the Police Department and Consultant, the more important purpose of the meeting is for various project members to present questions, issues, and topics for discussion and resolution. This open forum will take place each month at the Raritan Borough Police Department on a day and time mutually agreeable to the both the Police Department and the Consultant and is anticipated to last four hours. At least one representative, preferably the Consultant Accreditation Manager, is required to be present for the duration of the meeting.

Objectives of this meeting will include but not be limited to:

- Budgetary status review of both Prosecutor's Office and Consultant.
- Current invoice review with request for resubmission due to error or approval.
- Accreditation Manager Progress synopsis.
- Discussion on open operational and/or technical questions.
- Status of progress by other project stakeholders.

Deliverables - Participation in minimum of 12 monthly Police Department Committee meetings with corresponding status updates.

E. Evaluation and Closeout Report

On conclusion of Phase 1, the Consultant Accreditation manager will be required to author a summary Evaluation and Closeout Report. The Evaluation and Closeout Report is anticipated to be an objective review of Phase 1 of the project from the perspective of the Consultant. The Report should concisely describe successes and failures of the project, as well as recommendations on future changes to technology, operations, and administration of the project. This document should also record the results of the evaluation metrics established during project phase initiation. This document is to be provided electronically in MS Word format and is anticipated to be no longer than four pages in length.

Deliverables -

- **One Evaluation and Closeout Report in electronic format.**
- **Provide one electronic copy and updated regulations, rules, SOP's and policies.**
- **One electronic copy in Tagged Image File Format (TIFF) of Prosecutor's Office SOP's, procedures and rules for the purpose of the Records Management Archives and Accreditation Process.**

F. Accreditation Guarantee

Raritan Borough Police Department Accreditation must be received before final payment is made to Consultant.

4.0 Proposal Requirements

4.1 Qualification Statement

A statement is to be provided by the respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

1. Name of government agency or comparable private entity.
2. Contact person's name, position, and current telephone number.
3. Dates, cost and scope of service.
4. Status and comments

4.2 Key Personnel Information

The respondent shall provide the identity and the credentials of the principals and other key personnel working for the contractor and their areas of responsibilities. This will include the resumes of the individuals that will be assigned to work on this project

4.3 Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Cost Form/Signature Page
2. Non-Collusion Affidavit
3. Stockholder Disclosure
4. EEO/Affirmative Action Statement
5. Acknowledgement of Receipt of Addenda
6. Disclosure Of Investment Activities In Iran

4.4 Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this contract.

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The owner will either award the Contract within the applicable time period or reject all proposals.

The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

5.2 Rejection of Proposals

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

5.4 Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

5.4.1 Understanding of the Requested Work

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

5.4.2 Knowledge and Technical Competence

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

5.4.2.a. Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government or other agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.

5.4.3 Ability to Complete the Services in a Timely Manner

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

5.4.4 Cost

Price shall be based on hourly/monthly rates and schedules of fees submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between the owner and contractor, provided the respondent has provided a schedule of fees for additional services with this RFP.

5.5 Payment

Payment will be made after a properly executed County voucher has been received and formally

approved on the voucher list by the Board of Chosen Freeholders at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

5.6 Term of Contract:

- 12 consecutive months to begin after award of contract
- After initial 12 months if accreditation not achieved - optional month by month not to exceed 12 additional months
- Optional 3-year (36 months) maintenance to begin one month after accreditation

5.7 Notice of Award The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent may then send a Purchase Order/Voucher to the contractor.

**RARITAN BOROUGH
RFP DOCUMENT CHECKLIST**

Required
With
Response

Read, Signed
& Submitted
Respondent's
Initial

A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF RFP

- | | | |
|-------|---|-------|
| _____ | Stockholder Disclosure Certification | _____ |
| _____ | Non-Collusion Affidavit | _____ |
| _____ | Required Evidence EEO/Affirmative Action Regulations Certificate or Questionnaire | _____ |
| _____ | License(s) or Certification(s) Required by the Specifications | _____ |
| _____ | Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) | _____ |
| _____ | Three (3) references for similar projects | _____ |
| _____ | Qualification Statement | _____ |
| _____ | Fee Schedule | _____ |
| _____ | Key Personnel Information | _____ |
| _____ | Disclosure Of Investment Activities In Iran form | _____ |
| _____ | Other: _____ | _____ |

B. MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED

- | | | |
|-------|---|-------|
| _____ | New Jersey Business Registration Certificate – Respondent must possess a certificate at time of RFP due date. | _____ |
| _____ | New Jersey Business Registration Certificate – Named /Listed Subcontractor(s) | _____ |
| _____ | CD with PDF of RFP along with Printed Copies (Ref: Notice of RFP and/or Section 2.2) | _____ |

C. READ ONLY

Americans With Disability Act of 1990 Language

This checklist is provided for respondent's use in assuring compliance with required documentation; however, it does not necessarily include all specifications requirements and does not relieve the respondent of the need to read and comply with the specifications.

Name of Respondent: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

RARITAN BOROUGH
PROPOSAL COST FORM/SIGNATURE PAGE
Consulting Services to Achieve New Jersey Law Enforcement Accreditation Commission
(NJLEAC) Accreditation as Required by the Somerset County Prosecutors Office

TO THE BOROUGH OF RARITAN MAYOR AND COUNCIL:

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

Consulting Services:

1. Year 1 (months 1-12) \$ _____ per Month \$ _____

Total Amount for year one in words

2. (Optional): Year 2 (months 13-24) \$ _____ per Month \$ _____

3. (Optional): SOP's Maintenance Update, Review & Re-Accreditation to begin one month after accreditation has been accomplished:

Year 1 \$ _____ per Month \$ _____

Year 2 \$ _____ per Month \$ _____

Year 3 \$ _____ per Month \$ _____

*Attach Schedule of Hourly Rates for additional work not listed.

(Corporate)
The undersigned is a (Partnership) under the laws of the State of _____ having its
(Individual)
principal office at _____

Company

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Signature: _____ Date: _____

Printed Name and Title: _____

**RARITAN BOROUGH
NON-COLLUSION AFFIDAVIT**

State of _____

County of _____ ss: _____

I, _____ of the City of _____

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

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

(N.J.S.A. 52:34-25)

Subscribed and sworn to
before me this _____ day
of _____, _____.

Signature

(Type or print name of affiant under signature)

Notary public of
My Commission expires _____.

**RARITAN BOROUGH
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Borough and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Borough files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Borough, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Borough and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes _____ No _____
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Borough as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes _____ No _____
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Borough. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

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 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

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) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) 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.

**ALERT
FAILURE TO POSSESS A
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL**

RARITAN BOROUGH

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE
BOROUGH OF RARITAN.

****PICTURE OF BUSINESS REGISTRATION HERE****

BOROUGH OF RARITAN

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

**USE ADDITIONAL SHEET IF NECESSARY
BOROUGH OF RARITAN
REFERENCE SUBMITTAL FORM**

1.		
	Name	Title
	Nature of Project	
	Company	
	Phone	Date
2.		
	Name	Title
	Nature of Project	
	Company	
	Phone	Date
3.		
	Name	Title
	Nature of Project	
	Company	
	Phone	Date
4.		
	Name	Title
	Nature of Project	
	Company	
	Phone	Date

THE BOROUGH OF RARITAN
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BIDDER/OFFEROR _____

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:

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/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date: _____

Bidder/Offeror 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 Borough of Raritan 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 Borough to notify the Borough 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 Raritan Borough, New Jersey and that the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature: _____

Title _____ Date: _____