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**COUNTY OF OCEAN  
ADMINISTRATION BUILDING  
101 HOOPER AVENUE  
TOMS RIVER, NEW JERSEY 08753**

***REQUEST***

***FOR***

***QUALIFICATIONS***

***FOR***

**ADMINISTRATION OF OFF-DUTY LAW  
ENFORCEMENT ASSIGNMENTS**

# **REQUEST FOR QUALIFICATIONS**

The Ocean County Board of Commissioners is requesting qualifications for vendors to provide **Administration of Off-Duty Law Enforcement Assignments.**

The Request for Qualifications (RFQ) is available on the Ocean County Procurement Portal Website: <https://procurement.opengov.com/portal/oceancounty/> or by contacting the Ocean County Purchasing Department at 732-929-2101.

All proposals must be received prior to **4:00pm**, prevailing time on **Thursday, January 12, 2023**. The County will not be responsible for late submissions and no proposals will be accepted after the time stipulated in this notice.

By order of the Board of Commissioners of the County of Ocean.

Signed: **JOHN P. KELLY**  
Director

**JENNIFER BOWENS**  
County Purchasing Agent

## **INTRODUCTION**

The County of Ocean is a County of Fifth Class as defined in N.J.S.A. 40A:6-1 et seq. Pursuant to N.J.S.A. 19:44A-20.4 et seq., the County of Ocean requests proposals from firms capable of providing **Administration of Off-Duty Law Enforcement Assignments** for a one (1) year contract term with the option to extend the terms of the contract for one (1) additional year.

The successful vendor(s) must have a minimum of two (2) years' experience in providing **Administration of Off-Duty Law Enforcement Assignments**.

## **METHOD OF SUBMISSION**

The county of Ocean is accepting **only electronic proposals** for this RFQ. Submitting your proposal manually is cause for rejection.

**DO NOT** submit a hard copy of your electronic submission.

## **SCOPE OF WORK**

### **Background:**

Various businesses, organizations and public agencies working within the County of Ocean make requests for assistance to perform special assignment services, such as direction of traffic at construction sites, parades, or general public event security. The Ocean County Sheriff's team of law enforcement officers serve as the secondary roster for all off-duty jobs located within the County's thirty-three (33) municipalities. Only jobs not fulfilled at the municipal level are offered to the Sheriff's Office. In the last calendar year, the County has coordinated 1,037 off-duty officer events with 8,300 hours worked. Ocean County currently employs approximately 150 sworn officers who are available to work off-duty assignments.

### **Intent**

The County has established rules and regulations to ensure that off-duty assignments are funded directly by the contractor or private entity, to ensure that the officers are properly compensated for their efforts, and the taxpayers are reimbursed for the cost of municipal equipment and administrative costs.

The County seeks a third-party vendor to perform the complete administration and scheduling of all off-duty Law Enforcement details on behalf of the County including requests for service, scheduling work, invoicing, and collecting payments. Requests for off-duty work and scheduling shall be completed through a secure online platform and a telephone assistance center. The vendor shall also remit detail payments to the County of Ocean securely, as payment shall be made to the officers through the County payroll system.

The vendor shall administer the off-duty program in accordance with County policies and regulations, with no substantial changes to the manner in which off-duty details are distributed. All Off-duty assignments shall be scheduled by the vendor on a fair rotating basis utilizing a web portal and software to receive job bids from officers and assign work according to the County-established rotation and/or schedule.

### **Minimum Qualifications:**

Vendor shall currently provide such services for at least three (3) public entities in the State of New Jersey and of similar size in sworn officers and average off-duty hours per pay period. Vendor shall submit proof of services with proposal.

**Purpose**

To create a method of expediency for those persons and entities that utilize the services of off-duty law enforcement officers of the Ocean County Sheriff's Office, and to authorize the outside employment of County law enforcement while off-duty. The County of Ocean has established a policy regarding the use of said officers in compliance with Attorney General Formal Opinion 1997- No. 23 and Local Finance Notice 2000-14.

**General**

Members of the Ocean County Sheriff's Office shall be permitted to accept police-related employment from private employers or school districts only during off-duty hours and at such time as will not interfere with the efficient performance of regularly scheduled or emergency duty of the County.

Any person or entity wishing to employ off-duty police shall first obtain the approval of the Ocean County Sheriff, or his designee. Approval shall be granted, if, in the opinion of the Sheriff, such employment would not be inconsistent with the efficient functioning and good reputation of the Ocean County Sheriff's Office and would not unreasonably endanger or threaten the safety of the officer or officers who are to perform the work.

**Escrow Account:**

To assure the timely payment of wages to officers who perform off-duty services, and to meet the requirements of the Fair Labor Standards Act, the County of Ocean established a trust account that shall be known as the "Off-duty Employment Escrow Account". Such account shall be dedicated for the receipt of fees collected from private persons or entities, and for the payment of wages to officers for off-duty or outside employment services. Vendor shall deposit funds into the trust account electronically through a secure ACH transaction. Upon contract award, vendor shall be provided with the County's accounting information and bi-weekly payment schedules.

Any person or entity requesting the services of an off-duty officer in the Ocean County Sheriff's Office shall estimate the number of hours such law enforcement services are required, and such estimate shall be approved, in writing, by the Sheriff, or his designee. Establishment of an escrow account with the Sheriff Financial Officer of the County of Ocean shall be made by depositing an amount sufficient to cover the rates of compensation and administrative fees set forth for the total estimated hours of service.

In an instance where the number of hours required is unknown and cannot be reasonably estimated, or is anticipated to be in excess of ten (10) days, the person or entity requesting the services of an off-duty law enforcement officer shall deposit an amount sufficient to cover the rate of compensation and administrative fees set forth for the equivalent of ten (10) days. Deposit must be made prior to the commencement of any work. Any unused portion of the deposit shall be returned or credited against the final amount owed.

Prior to posting any request for services of off-duty law enforcement officers, the Sheriff, or his designee, shall verify that the balance in the escrow account of the person or entity requesting services is sufficient to cover the compensation and fees for the number of hours specified in the request for services. The Sheriff shall not post a request for services from any person or entity unless all fees and compensation required in the manner described above have been deposited with the Sheriff Financial Officer. All payments must be remitted directly to the County of Ocean. No officer shall provide any such services for more hours than are specified in the request for services.

**Escrow Account (Cont'd):**

In the event that funds in such an escrow account should become depleted, services of off-duty law enforcement officers shall cease, and requests for further or future services shall not be performed or posted until additional funds have been deposited in the escrow account in the manner prescribed above. In the event of an unforeseen emergency situation that would require an officer to remain beyond the time for which funds have been posted, the Sheriff may waive the requirements for posting additional funds after the first ten (10) hours for any person or entity exhibiting a previous satisfactory payment history. However, payment for additional hours shall be made by the person or entity requiring the extended service within forty-eight (48) hours.

The person or entity requesting such services shall be responsible for ensuring that sufficient funds remain in the escrow account in order to avoid any interruption of services.

**Failure to Pay**

In the event the person or entity contracting for such services should fail to pay any balance due for services performed by the members of the Ocean County Sheriff's Office, this matter would be forwarded to the County Attorney for the appropriate legal action to collect said funds.

**Requests for Services:**

All requests to the County for services of all off-duty law enforcement officers in the Ocean County Sheriff's Office shall be forwarded to the Sheriff or his designee for posting at least thirty-six (36) hours before such services are required.

In emergency situations, request to the County for the services of off-duty law enforcement officers in the Ocean County Sheriff's Office shall be made as necessary to the Sheriff, who shall make every effort to accommodate such request in a reasonable manner, at his or her discretion.

Any law enforcement officers, when so employed by the County, shall be compensated at the following hourly rate and treated as an employee of the Borough; provided, however, the wages earned for outside employment shall not be applied toward pension benefits of law enforcement officers so employed.

**Cancellation:**

Cancellation within twenty-four (24) hours of the scheduled start time for an off-duty job will result in the billing of two (2) hours straight-time pay.

If after an officer arrives at an assignment for off-duty work and all or part of that work is cancelled, the contracting party shall pay a minimum charge of four (4) hours.

Officer-initiated cancellations: In any instance where an officer cancels an awarded job, the officer shall contact the vendor and give the job back for reassignment immediately.

**Public Emergency:**

The Sheriff, or his designee, shall have the authority to order any officer engaged in off-duty assignments within the County to respond to an emergency within the County. The Sheriff shall also have the right to order an off-duty assignment to be terminated whenever assignment creates an unacceptable risk to the health, safety and welfare of the off-duty officer and/or the citizens of the County of Ocean. In the event that an officer is assigned to an emergency, the Sheriff or his designee shall make note of said off-duty assignment. In any situation where an off-duty police officer is called to an emergency, said person or entity shall not be responsible for the payment of the officer's hourly rate, administrative fee or any other fees to the County until said police officer and/or equipment returns to the assignment with the off-duty employer.

**Vendor Responsibilities:**

Vendor shall provide complete administration of all Off-duty Law Enforcement details, including requests for service, scheduling work, payroll, invoicing, collecting payments, and completing weekly/monthly reports to the County.

Vendor shall provide the necessary personnel to handle the administration of Off-duty details. This administration includes but is not limited to handling all requests for service, scheduling all details, collecting proof of insurance, invoicing and collecting payment from customers, providing payment to County payroll system, and completing all necessary and associated reporting.

Vendor must appoint at least one (1) primary and at least one (1) secondary Off-duty coordinator for engaging with customers over the phone. In the event no Off-duty coordinator is available to field an incoming customer call, the customer shall be presented with on-call messaging of wait times and call back/voicemail options.

Vendor must field all incoming Off-duty queries and requests from customers including providing a local or toll- free number for such purposes. Customer inquiries for Off-duty details must be answered 24/7.

Vendor shall provide a technology infrastructure, such as computer software or mobile application, which has the capability to perform, at minimum, the following tasks:

- Communicating detail opportunities to officers
- Awarding detail opportunities
- Ability to enable recurring customers to submit detail requests online
- Generation and documentation of invoices to customers
- Collection and documentation of payments made by the customers.
- Officers to view open details and their scheduled details either from a laptop, tablet, desktop or mobile device.
- Individual detail-level check-in and check-out capture in an online, documented manner
- Off-duty detail reporting shall include, but not be limited to calendar format scheduling, details summarized by time period, customer, officer, or detail type.
- Communication with all existing municipal technology platforms.

Vendor shall provide monthly reports summarizing actual hours worked by location, customer and officer.

Vendor shall have the ability to remit payment for details worked to County within the same pay period the details were worked, regardless of when vendor collects payment from customers.

Vendor shall administer the program in accordance with Ocean County policies. This contract is in accordance with these policies and provides no substantive change in the manner in which off-duty details are distributed to officers.

Vendor shall be responsible for managing customer feedback, i.e. initiate and field feedback from customers (good and bad) and share with the appropriate parties in a timely manner.

Vendor shall manage officer payment processes in conjunction with the County's existing payroll system. Vendor shall provide payroll files and direct deposit payments to the County on a bi-weekly basis.

**Vendor Responsibilities (Cont'd):**

Vendor shall:

- Engage with customers via phone, website interaction, or email to explain program rules and rates.
- Vet new customers per County guidelines
- Execute the new customer processes
- Receive requests for Off-duty details
- Confirm Off-duty details with the Sheriff or his designee
- Gather and communicate any related pertinent information and feedback to the Sheriff.

Vendor shall invoice customers and follow up on invoice collections in a manner agreed upon with the County.

Vendor shall understand all customers' credit risks and finance capabilities at sole cost to the vendor, and assume all fluctuating costs associated with invoicing customers. Invoice remittance timing shall not affect the time of payroll and administrative fee payments vendor must pay the County.

Vendor shall work closely with the County's personnel. Vendor agrees to use best reasonable efforts in its performance and agrees to completion of the services within the agreed upon period.

**Scheduling:**

The work to be performed under this contract is considered a special assignment for independent contractors. Any person or entity wishing to employ off-duty police shall first obtain the approval of the Sheriff or his designee. Such approval shall be denied, if, in the opinion of the Sheriff, such employment would not be consistent with the efficient functioning and good reputation of the Sheriff's Office and would endanger or threaten the safety of the officer or officers who are to perform the work.

The County will provide the vendor a list of approximately 150 sworn officers eligible to work, and rules and regulations related to the manner in which the officers should be scheduled. The rotation list shall be composed of all participating sworn members exclusive of rank.

The taking of any and all off-duty assignments shall be on a voluntary basis in accordance with a fair and reasonable system established and administered by the Sheriff or his designee. The County reserves the right to change the rules throughout the contract period.

Customers, in their request, must provide the nature of duties to be performed, the location of said duties, the date and hours of service, and the use of, if any, County-owned equipment. Customers shall not be entitled to select individual officers nor limit the pool of officers who may bid on a job.

Customers who request Law Enforcement officers for off-duty shall be responsible for maintaining proper insurance coverage. Proof of said insurance coverage shall be provided to the vendor prior to the assignment of any Law Enforcement officers. Vendor is responsible for collecting such proofs and may schedule the assignments only when proof is provided. Insurance must be provided within twenty-four (24) hours from the initiation of the bids.

If a job is not filled after the rotation and assignment procedure due to lack of interest from officers, it will remain available in the web portal on a first-come, first-assigned basis. Special officers, as defined in N.J.S.A. 40A:14-146.8 et seq., are permitted to perform these services after all full-time County Law Enforcement officers' rotation has been exhausted.

**Scheduling (Cont'd):**

Neither the County nor the Sheriff have any obligation to provide officers. While clients may request off-duty officers for jobs, the jobs may not be staffed if officers decline to work or bid on such jobs, or in the instance where the Sheriff denies such work.

Vendor shall ensure Law Enforcement officers are not scheduled for off-duty employment that requires them to perform any of the following tasks:

- Serve or sell alcoholic beverages
- Perform work as bouncers, doormen, or cashiers at nightclubs or bars
- Perform work for insurance agencies, collection agencies, private investigators, attorneys, bail bond agencies, or taxi companies.
- Perform work with wreckers or service stations that contract services with the County.
- Work or openly associate with convicted or known criminals.

All scheduling or requests for officers to work off-duty are handled by the vendor. Clients make requests directly with the vendor via web portal access or live telephone support.

**Record Keeping:**

Officers shall clock in with the vendor through the agreed upon technology method. Clocking in shall begin when the officer arrives at the scene, or job site location, or the specified start time, whichever is later.

Vendor shall keep complete and systematic records of all services performed for the County. Such records shall include any records relevant to any costs, expenses, or payments incurred or made by vendor on behalf of County, any financial records, procedures and such other documentation pertaining to vendor's performance.

Vendor shall preserve all such records for a term of five (5) years. During the term of this contract and, thereafter, in accordance with the applicable record retention period, County shall have the right to inspect, copy and audit those records.

**Pricing:**

In consideration for any and all services which the vendor shall render to the County, the vendor shall charge the customer a fixed administration fee or percentage per hour/billing. If vendor proposes to select a different pricing methodology, it shall provide a complete pricing schedule to the proposal.

Proposal fees submitted shall be an all-inclusive hourly rate or percentage added to each off-duty detail worked, which shall be billed to clients of the system. More specifically, it shall include all costs associated with program configuration, implementation, deployment, training, any travel required and insurance. The County of Ocean shall not incur additional costs or fees associated with the program.

**Fee Exceptions:**

Boards of Education, religious institutions and non-profit organizations shall be exempt from all administrative fees. No exceptions.

**Payment Processing:**

County shall be paid in full, regardless if customers pay their invoices. Vendor is responsible for all invoice collection from the customers and accepts all credit risk. The vendor shall provide a payroll report that captures all of the hours submitted by the officer and verified by the customer.

**Term of Contract:**

The term of the contract shall be for one (1) year from date of award with the option to extend the contract for one (1) additional year. The County of Ocean reserves the right to terminate the contract at any point by giving thirty (30) days' notice in writing to the vendor.

If the vendor should breach a material obligation under this contract, the County shall give the vendor written notice of such breach and provide an opportunity to remedy such breach within thirty (30) days of such notice. Failure to remedy any such breach within this period will constitute sufficient grounds for termination without any further notice. Material obligations shall include, but not be limited to, the filing of bankruptcy or similar procedure due to insolvency, any unapproved assignment of, or repeated non-performance, any breach of warranties; or termination or lapse of any insurance coverage or policy obligations.

Once awarded, the vendor shall implement the system within four (4) weeks upon signing of the contract. This includes the training of vendor's employees in all procedures, hiring officers for off-duty work, as well as the training of all officers in how to use the system.

**Contract Exclusions:**

Vendor shall not be responsible for administrating any jobs requested from Six Flags Great Adventure in Jackson, NJ.

**Right to Review**

The vendor shall permit the County to review, at any time, all work performed under the terms of contract at any stage of the work. The vendor shall maintain all records, books, or other documents relative to date and time of job assignments, name of Law Enforcement officers assigned to jobs, all billing invoices, insurance documents, and off-duty business contracts.

**SUBMISSION REQUIREMENTS**

Please number subsections in your response to correspond to the items below:

1. Provide statement of the ability to perform the tasks in a timely fashion. State proposer's understanding of the work to be done.
2. Indicate experience in providing administrative services, including customer service, scheduling, billing, collections, payroll, and management.
3. Provide samples of the reports that will be provided to the County. Provide technical specifications for your proposed technology infrastructure, outlining its capabilities.
4. Provide samples, or screenshots of the user interface for both the County and client side. List all software and security requirements, if any, and mapping format. Provide technical specifications for your proposed technology infrastructure, outlining its capabilities.
5. Identify the key individuals who will be assigned to the County of Ocean. Describe their roles and provide a brief description of their professional experience and qualifications in administrative services management.
6. List experience with other public entities for which you administer the off-duty program as defined within the Scope of Work.
7. Provide detailed proposed fee arrangement for this service.

## **ALL SUBMISSIONS MUST INCLUDE THE FOLLOWING MINIMUM INFORMATION:**

1. Name(s) and experience of the individual(s) to be assigned to perform the tasks, including a listing of experience with the County of Ocean and/or experience with New Jersey.
2. A statement concerning the ability of the vendor to perform tasks assigned by the County in a timely fashion.
3. A description of the support staff available to the individual(s) to be assigned.
4. All required documents provided in the Vendor Questionnaire must be filled out and included with your submission. *Please note that, where applicable, the County's preferred method of document submission is DocuSign.*

## **SUBMISSION REQUIREMENTS**

All responses to the Request for Qualifications ("RFQ"):

1. Must be submitted electronically and must be received prior to 4:00pm, prevailing time on the date on which they are to be unsealed.
2. The County will not be responsible for late submissions and no responses to this RFQ will be accepted by the County if received after the time stipulated above.

## **EVALUATION CRITERIA**

The Ocean County Sheriff shall designate a committee to review and rank all responses. The selection criteria to be used in awarding a contract for the services described herein, shall include:

1. Qualifications of the individuals who will perform the tasks and the amounts of their respective participation; 50% of total
2. Experience in providing the services requested by the County and references related thereto; 20% of total
3. A statement of the proposer's understanding of the Scope of Work and the ability to perform the tasks in a timely fashion, including staffing and familiarity with the subject matter and the County; 10% of total
4. Location (distance) of primary office in relation to the County administrative offices; 10% of total
5. Thoroughness and completeness of the applicant's submittal. 10% of total

## **AWARD**

The County of Ocean shall award a contract to the vendor or vendors that best meet the needs and interests of Ocean County. The County reserves the right to negotiate the terms and conditions of a contract with the successful vendor or vendors to obtain the most cost advantageous services for the County.

The County reserves the right to reject any or all proposals in accordance with N.J.S.A. 40A:11-13.2, or to waive any informalities and non-material defects in the proposals and to accept any proposal deemed in the best interest of the County.

It is to be understood by the proposer that their proposal is submitted on the basis of specifications prepared by the County and the fact that any proposer is not familiar with these specifications or conditions will not be accepted as an excuse.

### **INDEMNITY CLAUSE**

The proposer, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

### **INSURANCE REQUIREMENTS**

The contractor shall maintain primary insurance to protect against all claims under Worker's Compensation, Comprehensive General Liability and Automobile. Except for Worker's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary coverage shall be subject to approval for adequacy of protection as per the following limits:

#### Worker's Compensation

1. Limits according to Worker's compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

#### Comprehensive General Liability

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

#### Comprehensive General Liability shall include the following:

1. Coverage for explosion, collapse or underground hazards.
2. Occurrence basis coverage.
3. Broad form property damage coverage.
4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

#### Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- a. Liability arising out of the ownership, maintenance or use of any auto;
- b. Auto non-ownership and hired car coverage.
- c. Contractor's Worker's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

Copies of each insurance certificate shall be furnished to the County with Proposal (when requested).

## **ADDITIONAL INFORMATION**

It is to be understood by the proposer that their proposal is submitted on the basis of specifications prepared by the County and the fact that any proposer is not familiar with these specifications or conditions will not be accepted as an excuse.

Payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

Ocean County Board of Commissioners will make award within sixty (60) days after receipt of proposals.

The County of Ocean is exempt from any State sales tax or Federal excise tax.

“All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.”

## **PAY TO PLAY REQUIREMENTS**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## **CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN**

Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the proposer is unable to so certify, the proposer shall provide a detailed and precise description of such activities. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Non-Involvement in Prohibited Activities in Iran.

## **TRANSITIONAL PERIOD** (excluding Professional Contracts)

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one month, at the County's request.

## **NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

Pursuant to N.J.S.A. 52:32-44, Ocean County (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

### **COMPLETION OF DOCUMENTS**

Proposer's shall complete all documents and acknowledge all terms included with this proposal package. All documents should be from this proposal package and must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

## **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](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

## ***AMERICANS WITH DISABILITIES ACT***

### Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

## **SCOPE OF WORK**

### **Background:**

Various businesses, organizations and public agencies working within the County of Ocean make requests for assistance to perform special assignment services, such as direction of traffic at construction sites, parades, or general public event security. The Ocean County Sheriff's team of law enforcement officers serve as the secondary roster for all off-duty jobs located within the County's thirty-three (33) municipalities. Only jobs not fulfilled at the municipal level are offered to the Sheriff's Office. In the last calendar year, the County has coordinated 1,037 off-duty officer events with 8,300 hours worked. Ocean County currently employs approximately 150 sworn officers who are available to work off-duty assignments.

### **Intent**

The County has established rules and regulations to ensure that off-duty assignments are funded directly by the contractor or private entity, to ensure that the officers are properly compensated for their efforts, and the taxpayers are reimbursed for the cost of municipal equipment and administrative costs.

The County seeks a third-party vendor to perform the complete administration and scheduling of all off-duty Law Enforcement details on behalf of the County including requests for service, scheduling work, invoicing, and collecting payments. Requests for off-duty work and scheduling shall be completed through a secure online platform and a telephone assistance center. The vendor shall also remit detail payments to the County of Ocean securely, as payment shall be made to the officers through the County payroll system.

The vendor shall administer the off-duty program in accordance with County policies and regulations, with no substantial changes to the manner in which off-duty details are distributed. All Off-duty assignments shall be scheduled by the vendor on a fair rotating basis utilizing a web portal and software to receive job bids from officers and assign work according to the County-established rotation and/or schedule.

### **Minimum Qualifications:**

Vendor shall currently provide such services for at least three (3) public entities in the State of New Jersey and of similar size in sworn officers and average off-duty hours per pay period. Vendor shall submit proof of services with proposal.

### **Purpose**

To create a method of expediency for those persons and entities that utilize the services of off-duty law enforcement officers of the Ocean County Sheriff's Office, and to authorize the outside employment of County law enforcement while off-duty. The County of Ocean has established a policy regarding the use of said officers in compliance with Attorney General Formal Opinion 1997- No. 23 and Local Finance Notice 2000-14.

### **General**

Members of the Ocean County Sheriff's Office shall be permitted to accept police-related employment from private employers or school districts only during off-duty hours and at such time as will not interfere with the efficient performance of regularly scheduled or emergency duty of the County.

Any person or entity wishing to employ off-duty police shall first obtain the approval of the Ocean County Sheriff, or his designee. Approval shall be granted, if, in the opinion of the Sheriff, such employment would not be inconsistent with the efficient functioning and good reputation of the Ocean County Sheriff's Office and would not unreasonably endanger or threaten the safety of the officer or officers who are to perform the work.

**Escrow Account:**

To assure the timely payment of wages to officers who perform off-duty services, and to meet the requirements of the Fair Labor Standards Act, the County of Ocean established a trust account that shall be known as the "Off-duty Employment Escrow Account". Such account shall be dedicated for the receipt of fees collected from private persons or entities, and for the payment of wages to officers for off-duty or outside employment services. Vendor shall deposit funds into the trust account electronically through a secure ACH transaction. Upon contract award, vendor shall be provided with the County's accounting information and bi-weekly payment schedules.

Any person or entity requesting the services of an off-duty officer in the Ocean County Sheriff's Office shall estimate the number of hours such law enforcement services are required, and such estimate shall be approved, in writing, by the Sheriff, or his designee. Establishment of an escrow account with the Sheriff Financial Officer of the County of Ocean shall be made by depositing an amount sufficient to cover the rates of compensation and administrative fees set forth for the total estimated hours of service.

In an instance where the number of hours required is unknown and cannot be reasonably estimated, or is anticipated to be in excess of ten (10) days, the person or entity requesting the services of an off-duty law enforcement officer shall deposit an amount sufficient to cover the rate of compensation and administrative fees set forth for the equivalent of ten (10) days. Deposit must be made prior to the commencement of any work. Any unused portion of the deposit shall be returned or credited against the final amount owed.

Prior to posting any request for services of off-duty law enforcement officers, the Sheriff, or his designee, shall verify that the balance in the escrow account of the person or entity requesting services is sufficient to cover the compensation and fees for the number of hours specified in the request for services. The Sheriff shall not post a request for services from any person or entity unless all fees and compensation required in the manner described above have been deposited with the Sheriff Financial Officer. All payments must be remitted directly to the County of Ocean. No officer shall provide any such services for more hours than are specified in the request for services.

In the event that funds in such an escrow account should become depleted, services of off-duty law enforcement officers shall cease, and requests for further or future services shall not be performed or posted until additional funds have been deposited in the escrow account in the manner prescribed above. In the event of an unforeseen emergency situation that would require an officer to remain beyond the time for which funds have been posted, the Sheriff may waive the requirements for posting additional funds after the first ten (10) hours for any person or entity exhibiting a previous satisfactory payment history. However, payment for additional hours shall be made by the person or entity requiring the extended service within forty-eight (48) hours.

The person or entity requesting such services shall be responsible for ensuring that sufficient funds remain in the escrow account in order to avoid any interruption of services.

**Failure to Pay**

In the event the person or entity contracting for such services should fail to pay any balance due for services performed by the members of the Ocean County Sheriff's Office, this matter would be forwarded to the County Attorney for the appropriate legal action to collect said funds.

**Requests for Services:**

All requests to the County for services of all off-duty law enforcement officers in the Ocean County Sheriff's Office shall be forwarded to the Sheriff or his designee for posting at least thirty-six (36) hours before such services are required.

In emergency situations, request to the County for the services of off-duty law enforcement officers in the Ocean County Sheriff's Office shall be made as necessary to the Sheriff, who shall make every effort to accommodate such request in a reasonable manner, at his or her discretion.

Any law enforcement officers, when so employed by the County, shall be compensated at the following hourly rate and treated as an employee of the Borough; provided, however, the wages earned for outside employment shall not be applied toward pension benefits of law enforcement officers so employed.

**Cancellation:**

Cancellation within twenty-four (24) hours of the scheduled start time for an off-duty job will result in the billing of two (2) hours straight-time pay.

If after an officer arrives at an assignment for off-duty work and all or part of that work is cancelled, the contracting party shall pay a minimum charge of four (4) hours.

Officer-initiated cancellations: In any instance where an officer cancels an awarded job, the officer shall contact the vendor and give the job back for reassignment immediately.

**Public Emergency:**

The Sheriff, or his designee, shall have the authority to order any officer engaged in off-duty assignments within the County to respond to an emergency within the County. The Sheriff shall also have the right to order an off-duty assignment to be terminated whenever assignment creates an unacceptable risk to the health, safety and welfare of the off-duty officer and/or the citizens of the County of Ocean. In the event that an officer is assigned to an emergency, the Sheriff or his designee shall make note of said off-duty assignment. In any situation where an off-duty police officer is called to an emergency, said person or entity shall not be responsible for the payment of the officer's hourly rate, administrative fee or any other fees to the County until said police officer and/or equipment returns to the assignment with the off-duty employer.

**Vendor Responsibilities:**

Vendor shall provide complete administration of all Off-duty Law Enforcement details, including requests for service, scheduling work, payroll, invoicing, collecting payments, and completing weekly/monthly reports to the County.

Vendor shall provide the necessary personnel to handle the administration of Off-duty details. This administration includes but is not limited to handling all requests for service, scheduling all details, collecting proof of insurance, invoicing and collecting payment from customers, providing payment to County payroll system, and completing all necessary and associated reporting.

Vendor must appoint at least one (1) primary and at least one (1) secondary Off-duty coordinator for engaging with customers over the phone. In the event no Off-duty coordinator is available to field an incoming customer call, the customer shall be presented with on-call messaging of wait times and call back/voicemail options.

**Vendor Responsibilities (Cont'd):**

Vendor must field all incoming Off-duty queries and requests from customers including providing a local or toll- free number for such purposes. Customer inquiries for Off-duty details must be answered 24/7.

Vendor shall provide a technology infrastructure, such as computer software or mobile application, which has the capability to perform, at minimum, the following tasks:

- Communicating detail opportunities to officers
- Awarding detail opportunities
- Ability to enable recurring customers to submit detail requests online
- Generation and documentation of invoices to customers
- Collection and documentation of payments made by the customers.
- Officers to view open details and their scheduled details either from a laptop, tablet, desktop or mobile device.
- Individual detail-level check-in and check-out capture in an online, documented manner
- Off-duty detail reporting shall include, but not be limited to calendar format scheduling, details summarized by time period, customer, officer, or detail type.
- Communication with all existing municipal technology platforms.

Vendor shall provide monthly reports summarizing actual hours worked by location, customer and officer.

Vendor shall have the ability to remit payment for details worked to County within the same pay period the details were worked, regardless of when vendor collects payment from customers.

Vendor shall administer the program in accordance with Ocean County policies. This contract is in accordance with these policies and provides no substantive change in the manner in which off-duty details are distributed to officers.

Vendor shall be responsible for managing customer feedback, i.e. initiate and field feedback from customers (good and bad) and share with the appropriate parties in a timely manner.

Vendor shall manage officer payment processes in conjunction with the County's existing payroll system. Vendor shall provide payroll files and direct deposit payments to the County on a bi-weekly basis.

Vendor shall:

- Engage with customers via phone, website interaction, or email to explain program rules and rates.
- Vet new customers per County guidelines
- Execute the new customer processes
- Receive requests for Off-duty details
- Confirm Off-duty details with the Sheriff or his designee
- Gather and communicate any related pertinent information and feedback to the Sheriff.

Vendor shall invoice customers and follow up on invoice collections in a manner agreed upon with the County.

**Vendor Responsibilities (Cont'd):**

Vendor shall understand all customers' credit risks and finance capabilities at sole cost to the vendor, and assume all fluctuating costs associated with invoicing customers. Invoice remittance timing shall not affect the time of payroll and administrative fee payments vendor must pay the County.

Vendor shall work closely with the County's personnel. Vendor agrees to use best reasonable efforts in its performance and agrees to completion of the services within the agreed upon period.

**Scheduling:**

The work to be performed under this contract is considered a special assignment for independent contractors. Any person or entity wishing to employ off-duty police shall first obtain the approval of the Sheriff or his designee. Such approval shall be denied, if, in the opinion of the Sheriff, such employment would not be consistent with the efficient functioning and good reputation of the Sheriff's Office and would endanger or threaten the safety of the officer or officers who are to perform the work.

The County will provide the vendor a list of approximately 150 sworn officers eligible to work, and rules and regulations related to the manner in which the officers should be scheduled. The rotation list shall be composed of all participating sworn members exclusive of rank.

The taking of any and all off-duty assignments shall be on a voluntary basis in accordance with a fair and reasonable system established and administered by the Sheriff or his designee. The County reserves the right to change the rules throughout the contract period.

Customers, in their request, must provide the nature of duties to be performed, the location of said duties, the date and hours of service, and the use of, if any, County-owned equipment. Customers shall not be entitled to select individual officers nor limit the pool of officers who may bid on a job.

Customers who request Law Enforcement officers for off-duty shall be responsible for maintaining proper insurance coverage. Proof of said insurance coverage shall be provided to the vendor prior to the assignment of any Law Enforcement officers. Vendor is responsible for collecting such proofs and may schedule the assignments only when proof is provided. Insurance must be provided within twenty-four (24) hours from the initiation of the bids.

If a job is not filled after the rotation and assignment procedure due to lack of interest from officers, it will remain available in the web portal on a first-come, first-assigned basis. Special officers, as defined in N.J.S.A. 40A:14-146.8 et seq., are permitted to perform these services after all full-time County Law Enforcement officers' rotation has been exhausted.

Neither the County nor the Sheriff have any obligation to provide officers. While clients may request off-duty officers for jobs, the jobs may not be staffed if officers decline to work or bid on such jobs, or in the instance where the Sheriff denies such work.

Vendor shall ensure Law Enforcement officers are not scheduled for off-duty employment that requires them to perform any of the following tasks:

- Serve or sell alcoholic beverages
- Perform work as bouncers, doormen, or cashiers at nightclubs or bars
- Perform work for insurance agencies, collection agencies, private investigators, attorneys, bail bond agencies, or taxi companies.
- Perform work with wreckers or service stations that contract services with the County.
- Work or openly associate with convicted or known criminals.

**Scheduling (Cont'd):**

All scheduling or requests for officers to work off-duty are handled by the vendor. Clients make requests directly with the vendor via web portal access or live telephone support.

**Record Keeping:**

Officers shall clock in with the vendor through the agreed upon technology method. Clocking in shall begin when the officer arrives at the scene, or job site location, or the specified start time, whichever is later.

Vendor shall keep complete and systematic records of all services performed for the County. Such records shall include any records relevant to any costs, expenses, or payments incurred or made by vendor on behalf of County, any financial records, procedures and such other documentation pertaining to vendor's performance.

Vendor shall preserve all such records for a term of five (5) years. During the term of this contract and, thereafter, in accordance with the applicable record retention period, County shall have the right to inspect, copy and audit those records.

**Pricing:**

In consideration for any and all services which the vendor shall render to the County, the vendor shall charge the customer a fixed administration fee or percentage per hour/billing. If vendor proposes to select a different pricing methodology, it shall provide a complete pricing schedule to the proposal.

Proposal fees submitted shall be an all-inclusive hourly rate or percentage added to each off-duty detail worked, which shall be billed to clients of the system. More specifically, it shall include all costs associated with program configuration, implementation, deployment, training, any travel required and insurance. The County of Ocean shall not incur additional costs or fees associated with the program.

**Fee Exceptions:**

Boards of Education, religious institutions and non-profit organizations shall be exempt from all administrative fees. No exceptions.

**Payment Processing:**

County shall be paid in full, regardless if customers pay their invoices. Vendor is responsible for all invoice collection from the customers and accepts all credit risk. The vendor shall provide a payroll report that captures all of the hours submitted by the officer and verified by the customer.

**Term of Contract:**

The term of the contract shall be for one (1) year from date of award with the option to extend the contract for one (1) additional year. The County of Ocean reserves the right to terminate the contract at any point by giving thirty (30) days' notice in writing to the vendor.

If the vendor should breach a material obligation under this contract, the County shall give the vendor written notice of such breach and provide an opportunity to remedy such breach within thirty (30) days of such notice. Failure to remedy any such breach within this period will constitute sufficient grounds for termination without any further notice. Material obligations shall include, but not be limited to, the filing of bankruptcy or similar procedure due to insolvency, any unapproved assignment of, or repeated non-performance, any breach of warranties; or termination or lapse of any insurance coverage or policy obligations.

**Term of Contract (Cont'd):**

Once awarded, the vendor shall implement the system within four (4) weeks upon signing of the contract. This includes the training of vendor's employees in all procedures, hiring officers for off-duty work, as well as the training of all officers in how to use the system.

**Contract Exclusions:**

Vendor shall not be responsible for administrating any jobs requested from Six Flags Great Adventure in Jackson, NJ.

**Right to Review**

The vendor shall permit the County to review, at any time, all work performed under the terms of contract at any stage of the work. The vendor shall maintain all records, books, or other documents relative to date and time of job assignments, name of Law Enforcement officers assigned to jobs, all billing invoices, insurance documents, and off-duty business contracts.

**SUBMISSION REQUIREMENTS**

Please number subsections in your response to correspond to the items below:

1. Provide statement of the ability to perform the tasks in a timely fashion. State proposer's understanding of the work to be done.
2. Indicate experience in providing administrative services, including customer service, scheduling, billing, collections, payroll, and management.
3. Provide samples of the reports that will be provided to the County. Provide technical specifications for your proposed technology infrastructure, outlining its capabilities.
4. Provide samples, or screenshots of the user interface for both the County and client side. List all software and security requirements, if any, and mapping format. Provide technical specifications for your proposed technology infrastructure, outlining its capabilities.
5. Identify the key individuals who will be assigned to the County of Ocean. Describe their roles and provide a brief description of their professional experience and qualifications in administrative services management.
6. List experience with other public entities for which you administer the off-duty program as defined within the Scope of Work.
7. Provide detailed proposed fee arrangement for this service.

**ALL SUBMISSIONS MUST INCLUDE THE FOLLOWING MINIMUM INFORMATION:**

1. Name(s) and experience of the individual(s) to be assigned to perform the tasks, including a listing of experience with the County of Ocean and/or experience with New Jersey.
2. A statement concerning the ability of the vendor to perform tasks assigned by the County in a timely fashion.
3. A description of the support staff available to the individual(s) to be assigned.

4. All required documents provided in the Vendor Questionnaire must be filled out and included with your submission. *Please note that, where applicable, the County's preferred method of document submission is DocuSign.*

### **SUBMISSION REQUIREMENTS**

All responses to the Request for Qualifications ("RFQ"):

1. Must be submitted electronically and must be received prior to 4:00pm, prevailing time on the date on which they are to be unsealed.
2. The County will not be responsible for late submissions and no responses to this RFQ will be accepted by the County if received after the time stipulated above.

### **EVALUATION CRITERIA**

The Ocean County Sheriff shall designate a committee to review and rank all responses. The selection criteria to be used in awarding a contract for the services described herein, shall include:

1. Qualifications of the individuals who will perform the tasks and the amounts of their respective participation; 50% of total
2. Experience in providing the services requested by the County and references related thereto; 20% of total
3. A statement of the proposer's understanding of the Scope of Work and the ability to perform the tasks in a timely fashion, including staffing and familiarity with the subject matter and the County; 10% of total
4. Location (distance) of primary office in relation to the County administrative offices; 10% of total
5. Thoroughness and completeness of the applicant's submittal. 10% of total

### **AWARD**

The County of Ocean shall award a contract to the vendor or vendors that best meet the needs and interests of Ocean County. The County reserves the right to negotiate the terms and conditions of a contract with the successful vendor or vendors to obtain the most cost advantageous services for the County.

The County reserves the right to reject any or all proposals in accordance with N.J.S.A. 40A:11-13.2, or to waive any informalities and non-material defects in the proposals and to accept any proposal deemed in the best interest of the County.

It is to be understood by the proposer that their proposal is submitted on the basis of specifications prepared by the County and the fact that any proposer is not familiar with these specifications or conditions will not be accepted as an excuse.

### **INDEMNITY CLAUSE**

The proposer, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

## **INSURANCE REQUIREMENTS**

The contractor shall maintain primary insurance to protect against all claims under Worker's Compensation, Comprehensive General Liability and Automobile. Except for Worker's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary coverage shall be subject to approval for adequacy of protection as per the following limits:

### **Worker's Compensation**

1. Limits according to Worker's compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

### **Comprehensive General Liability**

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

### **Comprehensive General Liability shall include the following:**

1. Coverage for explosion, collapse or underground hazards.
2. Occurrence basis coverage.
3. Broad form property damage coverage.
4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

### **Comprehensive Automobile Liability shall include the following:**

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- a. Liability arising out of the ownership, maintenance or use of any auto;
- b. Auto non-ownership and hired car coverage.
- c. Contractor's Worker's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

Copies of each insurance certificate shall be furnished to the County with Proposal (when requested).

## **ADDITIONAL INFORMATION**

It is to be understood by the proposer that their proposal is submitted on the basis of specifications prepared by the County and the fact that any proposer is not familiar with these specifications or conditions will not be accepted as an excuse.

Payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

Ocean County Board of Commissioners will make award within sixty (60) days after receipt of proposals.

The County of Ocean is exempt from any State sales tax or Federal excise tax.

“All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.”

### **PAY TO PLAY REQUIREMENTS**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### **CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN**

Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the proposer is unable to so certify, the proposer shall provide a detailed and precise description of such activities. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Non-Involvement in Prohibited Activities in Iran.

### **TRANSITIONAL PERIOD** (excluding Professional Contracts)

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one month, at the County's request.

### **NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

Pursuant to N.J.S.A. 52:32-44, Ocean County (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

**COMPLETION OF DOCUMENTS**

Proposer's shall complete all documents and acknowledge all terms included with this proposal package. All documents should be from this proposal package and must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

## **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](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

## ***AMERICANS WITH DISABILITIES ACT***

### **Equal Opportunity for Individuals with Disabilities**

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

### **COST FOR SERVICES**

The rate for off-duty law enforcement officers charged to a third-party vendor shall be no less than \$85.00 per hour. Some officers may be entitled to a higher rate of pay based on their overtime rate. Rates shall be inclusive of compensation, administrative fees and payment for services.

There shall be a four (4) hour minimum for all requests for services of off-duty law enforcement officers. Requests for off-duty employment by a third-party vendor shall be scheduled in four (4) hour blocks.

Administrative fees include police vehicle and fuel: \$15 per hour

Vendors shall fill in the requested information on the below lines and upload this document to the appropriate question of the vendor questionnaire.

Vendors shall submit their proposed service fee percentage on the line below. The service fee shall be a percentage of the funds provided from each client for off-duty assignments covered under this contract.

**The following percentage shall be used for year one of the contract:**

**Year One Percentage: Click or tap here to enter text.%**

**Should the County choose to exercise the additional one (1) year extension, the following percentage shall be used for year two:**

**Year Two Percentage: Click or tap here to enter text.%**