

# County of Mercer

McDade Administration Building, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068

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## REQUEST FOR PROPOSALS

**LAB TESTING SERVICES FOR THE MERCER COUNTY CORRECTION CENTER  
AND THE MERCER COUNTY YOUTH DETENTION CENTER**

**To Be Received On  
NOVEMBER 17, 2009**



Prepared By:  
Department of Purchasing

CC2009-07









## **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.

## **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.

## **TRANSITIONAL PERIOD**

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Mercer, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the County's request.

## **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.

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

- Deliverables not complying with the project specification;

- Claims filed or responsible evidence indicating probability of filing claims;

- 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.

## **LOCATIONS AND QUANTITIES**

The County of Mercer reserves the right to add locations and increase or decrease the quantities at the proposed costs as defined in the awarded contractor's proposal as may be deemed reasonably necessary or desirable to complete the work detailed by the contract. Such increase or decrease shall in no way violate this contract, nor give cause for liability for damages.

## **COST LIABILITY AND ADDITIONAL COSTS**

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

Respondents will assume responsibility for all costs not stated in the proposals. All hourly rates either stated in the proposal or used as a basis for pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the County of Mercer, for indirect costs, fees, postage, licensing, commissions, taxes, travel, subsistence, report preparation, meetings, administrative tasks, administrative and clerical support, overhead, etc. are not to be billed and will not be paid.

### **OWNERSHIP OF MATERIAL**

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

Ownership of all data, materials and documentation originated and prepared for the County of Mercer pursuant to this contract shall belong exclusively to the County of Mercer. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the County of Mercer 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 County of Mercer.

### **COMMENCEMENT OF WORK**

The contractor agrees to commence work on the project within Thirty (30) calendar days from the date of award by the County of Mercer.

### **GENERAL CONSIDERATIONS**

Competitive Contracting is a formal procurement process governed by the New Jersey State Local Public Contracts Law and Rules. The process utilizes an RFP containing thoroughly developed specifications and scope of services, criteria for evaluating proposals and statutorily required language and forms. Responses are ranked by a team, on the RFP criteria, using a detailed methodology leading to a recommendation to the governing body to award a contract based on price and other factors.

### **PROVIDING INFORMATION**

Information will be made available at the County Office during regular business hours. The County shall provide access, within reason, and at no cost to the Contractor, to all information on file with the County and needed by the Contractor to complete the Project.

### **Subcontractors (not applicable)**

#### **Method of Accomplishment**

The RFP responses shall contain a narrative description of the proposed approach to the project. Restating of the RFP will be considered an unacceptable response.

This section shall include a listing of the resources identified for use in the project.

#### **Project Level of Effort**

The proposal shall include a project level of effort estimate based on, and corresponding to, the Scope of Service provided in this RFP and the Respondents Method of Accomplishment section. The estimate shall contain a task-oriented schedule, which identifies milestones and their proposed initiation and completion dates.

**IMMIGRATION AND NATURALIZATION LAWS AND CRIMINAL BACKGROUND CHECK**  
**(AS APPLICABLE)**

The vendor must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee to work under this contract on County of Mercer property and will not employ individuals who are not properly registered with the United States Citizenship and Immigration Service. Successful proposer will provide a photocopy of the Alien Registration Form or I-94 Arrival/Departure Form to the County of Mercer [insert appropriate department, agency, commission, etc.] at least ten (10) days prior to any of its employees being permitted to work under this contract on County of Mercer property.

The vendor must contact the New Jersey State Police to perform a Criminal Background Check on each potential employee to work under this contract on County of Mercer property. A copy of the results of the Criminal Background Check must be provided to the County of Mercer [insert appropriate department, agency, commission, etc.] at least ten (10) days prior to an employee being permitted access to County of Mercer property. The County of Mercer will notify the vendor if a proposed vendor employee will not be permitted to work under this contract within ten (10) work days following receipt of the results. If the County of Mercer does not notify the vendor of such exclusion within ten (10) days the vendor may assign said employee to work under the contract.

The vendor must also inform the County of Mercer of all Immigration and Naturalization status changes and arrests of its employees working under this contract on County of Mercer property for the duration of the contract. In this regard, the vendor shall make quarterly inquiry of all employees working under this contract as to any Immigration and Naturalization changes and employee arrests.

[For insertion into multi-year contracts] The vendor must provide a photocopy of the Alien Registration Form or I-94 Arrival/Departure Form and the results of a Criminal Background Check on its employees working under the contract on County of Mercer property every twelve (12) months.

Please access the following website for Instructions For Obtaining a Criminal History Record:  
<[http://www.state.nj.us/lps/njsp/about/serv\\_chrc.html#instruct](http://www.state.nj.us/lps/njsp/about/serv_chrc.html#instruct)>

## INSURANCE AND INDEMNIFICATION REQUIREMENTS

The selected contractor will maintain:

Workmen's Compensation and Employer's Liability Insurance during the life of the contract, covering all employees engaged in performance of this contract, in accordance with the applicable statute.

Comprehensive General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000.00 aggregate for bodily injury and property damage. The policy shall be a comprehensive general liability policy and include products/completed operations, independent contractors, contractual and broad form property damage liability coverage.

Comprehensive Automobile Liability Insurance coverage for claims arising from owned, hired or non-owned vehicles with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage.

Professional Liability - Medical Malpractice covering all medical professional staff with limits of not less than \$1,000,000 per occurrence with a \$3,000,000 annual aggregate. The contractor's insurance must be primary coverage. The contractor will be liable for any deductible contained in the policy. A contractor whose Professional Liability is written on a "Claims Made" form must continue this coverage for a period of three (3) years from the expiration of its contract with the County.

**In all cases where a Certificate of Insurance is required, the County of Mercer is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, Trenton, NJ 08611". The Certificate shall contain a 30-day notice of cancellation.**

### INDEMNIFICATION AND HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and save harmless the County from and against any and all loss cost (including attorneys' fees), damages, expenses and liability (including statutory liability and liability under Workers' Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by Contractor or all other persons which arise from or in any manner grow out of any act or negligence on or about the said premises by the Contractor, their partners, agents, employees, customers, invitees, contractors, subcontractors, sub-subcontractors, vendors and the County. This indemnification clause includes any and all claims and costs of same against the County except for the sole negligence of the County pursuant to N.J.S.A. 2A:40A-1. Further, this indemnification clause includes any and all claims and costs of same against the County involving environmental impairment.

### WAIVER OF SUBROGATION CLAUSE

Consultant, as a material part of the consideration to be rendered to the County, hereby waives all claims against the County for damages to the goods, wares and merchandise in, upon or about said premises, and consultant will hold the County exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the consultant or from failure of the consultant to keep the premises in good condition and repair as herein provided.

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Dated and Signed

### **Notice of Award**

The Successful Respondent will be notified of the award of contract upon a favorable decision by the Department of Purchasing

### **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 County will either award the Contract within the applicable time period or reject all proposals.

The County 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 County, be held for consideration for such longer period as may be agreed.

## PROPOSAL CHECKLIST

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

- One Original and two Copies \_\_\_\_\_
- Stockholder Disclosure \_\_\_\_\_  
**MUST BE SUBMITTED WITH PROPOSAL**
- NJ Business Registration \_\_\_\_\_  
**MUST BE SUBMITTED WITH PROPOSAL**
- Copy of State of New Jersey Licensure \_\_\_\_\_
- Qualification Statement \_\_\_\_\_
- Signed Proposal Page and Cost Proposal Form (pp. 27 - 30) \_\_\_\_\_
- Acknowledgement of Receipt of Addenda \_\_\_\_\_
- Non-Collusion Affidavit \_\_\_\_\_
- Affirmative Action Statement \_\_\_\_\_
- Affirmative Action Mandatory Language \_\_\_\_\_
- Americans with Disabilities Act Language \_\_\_\_\_
- References \_\_\_\_\_

**COUNTY OF MERCER  
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

Addenda Number	Dated
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

COUNTY OF MERCER SS:

I, \_\_\_\_\_ of the City of \_\_\_\_\_,  
in the County of \_\_\_\_\_, and the State of \_\_\_\_\_,

of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_

of the firm of \_\_\_\_\_  
the vendor making the Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said vendor 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 County of Mercer 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 established commercial or selling agencies maintained by  
\_\_\_\_\_ (Name of Vendor)

Signed: \_\_\_\_\_  
(also type name of affiant under signature)

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public)  
Notary Public of \_\_\_\_\_  
My Commission expires \_\_\_\_\_, 20\_\_\_\_

**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 County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, 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 County 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 County 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 County. 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](http://www.state.nj.us/treasury/contract_compliance).

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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: \_\_\_\_\_

(REVISED 10/08)

**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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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, 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

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.**

## EXCERPTS FROM THE EEOC SEXUAL HARASSMENT GUIDELINES

### *PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX*

#### 1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees.

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

The CONTRACTOR and the County of Mercer 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 hereunto, 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 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, 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 proceedings 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 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 County from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

## NEW JERSEY BUSINESS REGISTRATION 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 contracting 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.

**SAMPLES OF THE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE ACCEPTABLE BY THE COUNTY OF MERCER (IF NOT INCLUDED, PROPOSAL SHALL BE REJECTED)**

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107330</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>	<i>John S. Tully</i> Acting Director	
FORM-BRC(08.01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

 <b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>	
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1093907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	
20041014112823533	

**ADVISORY**

**Notice of Disclosure Requirement**

**"Pay to Play"**

**P.L. 2005, Chapter 271, Section 3 Reporting**

**(N.J.S.A. 19:44A – 20.27)**

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

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](http://www.elec.state.nj.us). If you have any questions please contact ELEC at: 1-888-313-ELEC (Toll free in NJ) or 609-292-8700. An analyst from ELEC's Special Programs Section will assist you.

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**FAILURE TO SIGN THIS FORM AND SUBMIT THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

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

**OR**

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

**Check the box that represents the type of business organization:**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Partnership         | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corp.  | <input type="checkbox"/> Non-Profit Corporation        |  |
| <input type="checkbox"/> Other _____         |  |  |

**COMPLETE IF THE BIDDER IS ONE OF THE FOUR TYPES OF CORPORATIONS:**

DATE OF INCORPORATION: \_\_\_\_\_

STATE OF INCORPORATION: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

Stockholders:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LEGAL NAME OF BIDDER:** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

## **INTRODUCTION**

The County of Mercer requests proposals for phlebotomy and diagnostic laboratory services for the Correction Center and Youth Detention Center for a period of two years with the option to extend one year. Resolution 2008-422 authorizes the competitive contracting process. Respondents shall have three years experience. One Contract shall be awarded for a period of two years with the option to extend one year.

## **SCOPE OF SERVICE**

The vendor shall be certified and properly licensed by the State of New Jersey in accordance with the State's standards to perform laboratory tests on blood and other body fluids for laboratory testing as requested/prescribed by the County of Mercer Correctional Physicians. Respondents shall provide a copy of their license with the proposal.

The vendor shall provide a properly credentialed/certified Phlebotomist on site on the predetermined days and times as agreed upon by both parties to draw blood and/or other samples as required to perform requested/prescribed diagnostic laboratory testing. Scheduled Phlebotomist/s must be able to pass security clearance.

## **SCHEDULE**

On-site phlebotomy services at the Mercer County Correction Center four times per week for two-hour intervals each time (To be determined and mutually agreed upon). (8 hours per week x 52 = 416 hours annually)

On-site phlebotomy services at the Mercer County Youth Detention Center two times per week for two-hour intervals each time. (4 hours per week x 52 = 208 hours annually)

(Time to be determined and mutually agreed upon).

All necessary related supplies including but not limited to such as vacutainers, needles, gloves, biobags, culterettes, collection containers, lab requisition slips, centrifuge, printer and fax machine as needed, etc. shall be provided by the vendor.

Written test results are to be faxed or provided online within 24 hours when possible dependant on the type of test ordered, and any abnormal results are to be provided as soon as results are available. Results must contain all necessary client and testing identifying information.

Statistical data of testing must be provided to the County.

All invoices are to specify the clients name, test(s) performed and the fee for the requested test(s).

Provided is a list of the most frequent types of testing requested. This is reflective of our usage but is not all inclusive of the tests used.

There is no STAT testing required. Critical results are to be telephoned directly to the site, followed by printed results. Proposal shall describe in detail the proposed billing structure, and indicate the implementation of a cost saving strategy.

***Do not include** additional fees in the columns in the attached chart. Note only the fee to be charged per test.*

Note percentage of discount that will be offered on tests ordered but not listed in attached chart.

Discount rate \_\_\_\_\_%

## **PROPOSAL REQUIREMENTS**

### **Qualification Statement**

A Qualification Statement must be provided with your proposal. This statement shall set forth details of the contractor's activities, the number of personnel and titles and the location(s). Identify prior project experience that exhibits the firm's capabilities. Please provide a list of three (3) clients for whom similar services have been provided.

- Client's name and description
- Client's Contact, position and telephone number
- Scope of service and contract value
- License

### **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 by the Evaluation Team to the Board of Chosen Freeholders for award of contract.

### **Evaluation Criteria**

The criteria considered in the evaluation of each proposal is referenced below. The arrangement of the criteria is not meant to imply order of importance in the selection process. The criteria weighting will be presented at the scheduled opening of the proposals. All criteria will be used to select the Successful Contractor.

### **GENERAL**

Responsiveness of RFP, vendor provides complete proposal.

Experience and License – Vendor must have three years experience and shall provide three references. Vendor is licensed.

Vendor provides required staff w/experience and credentials

Vendor shall provide Statistical data as required by the County

### **COST CRITERIA**

Fee schedule is defined with the cost for each lab and cost per hourly rate for Phlebotomists.

**PROVIDE THREE CLIENT REFERENCES**

CLIENT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

CONTACT \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

CONTRACT AMOUNT \_\_\_\_\_

CLIENT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

CONTACT \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

CONTRACT AMOUNT \_\_\_\_\_

CLIENT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

CONTACT \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

CONTRACT AMOUNT \_\_\_\_\_

**PROPOSAL**

The undersigned bidder declares that he/she has read the Notice to Bidders, Instructions, Affidavits and Scope of Work and that he/she has determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

LAB TESTING SERVICES FOR THE MERCER COUNTY CORRECTION CENTER AND  
THE MERCER COUNTY YOUTH DETENTION CENTER FOR A PERIOD OF TWO (2) YEARS  
WITH OPTION TO EXTEND ONE (1) YEAR

\_\_\_\_\_  
**(SIGNATURE BY AUTHORIZED REPRESENTATIVE)**

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

\_\_\_\_\_ having its principal office at \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

DATE \_\_\_\_\_



**COST PROPOSAL**  
**PHLEBOTOMY AND LABORATORY SERVICES FOR A PERIOD OF TWO YEARS WITH ONE YEAR OPTION**

TEST*	EST. # OF TESTS	UNIT COST	TOTAL YEAR ONE	UNIT COST	TOTAL YEAR TWO	UNIT COST	TOTAL YEAR THREE	TOTAL
A-FETOPROTEIN,T	2							
ALBUMIN	4							
ALK PHOSPHATASE	4							
ALT (SGPT)	5							
AMYLASE	8							
AMYLASE	2							
AST (SGOT)	5							
BASIC METABOLIC	88							
BILIRUBIN, DIRE	2							
BILIRUBIN,TOTAL	4							
C. DIFF TOXIN A	1							
CALCIUM,TOTAL	3							
CARBAMEZAPINE	21							
CARBAMEZAPINE	1							
CBC W/AUTO DIFF	158							
CBC W/AUTO DIFF	193							
CBC WITH DIFFER	164							
CBC WITH DIFFER	194							
CHLAMYDIA DNA P	13							
CHLAMYDIA DNA P	9							
CHROMOSOME ANAL	1							
CK (CPK), TOTAL	4							
CLOZAPINE/CLOZA	1							
COMPLETE BLOOD	802							
COMPREHENSIVE M	895							
COMPREHENSIVE M	193							
C-REACTIVE PROT	1							
CREATININE	1							
CRYPTOSPORIDIUM	1							
CULTURE,BLOOD	1							
CULTURE,EYE	1							
CULTURE,FUNGUS	1							
CULTURE,STOOL	1							
CULTURE,THROAT	1							
CULTURE,URINE	8							
CULTURE,URINE	2							
CULTURE,WOUND	1							
CULTURE,WOUND	2							
DIFFERENTIAL, M	6							
DIGOXIN	1							
DRUG SCREEN, UR	1							
ELECTROLYTES	1							
ESR	14							
ESR	1							
FERRITIN	18							
FERRITIN	2							
FLOW CYTOMETRY,	1							
FOLIC ACID	9							
FREE THYROXINE	9							
FREE THYROXINE	1							
FSH	2							
FTA-ABS	27							
GIARDIA ANTIGEN	1							
HCG,SERUM (QUAL	297							
HCG,SERUM (QUAL	2							
HCG,SERUM (QUAN	3							
HEMOGLOBIN A1C	160							
HEMOGLOBIN A1C	3							
HEP B CORE AB,I	27							
HEPATIC FUNCTIO	41							
HEPATIC FUNCTIO	2							
HEPATITIS A AB,	29							
HEPATITIS A AB,	92							
HEPATITIS A AB,	2							
HEPATITIS A AB,	3							
HEPATITIS B COR	92							
HEPATITIS B COR	3							
HEPATITIS B SUR	92							
HEPATITIS B SUR	91							
HEPATITIS B SUR	3							
HEPATITIS B SUR	3							
HEPATITIS C AB	91							
HEPATITIS C AB	3							
HEPATITIS C, RI	1							
HEPATITIS C,RNA	1							
HEPATITIS PROF,	2							
HIV-1 AB	1							
HIV-1 AB, WESTE	2							

**COST PROPOSAL  
PHLEBOTOMY AND LABORATORY SERVICES FOR A PERIOD OF TWO YEARS WITH ONE YEAR OPTION**

TEST*	EST. # OF TESTS	UNIT COST	TOTAL YEAR ONE	UNIT COST	TOTAL YEAR TWO	UNIT COST	TOTAL YEAR THREE	TOTAL
HIV-1 GENOTYPIN	7							
HIV-1 RNA, QUAN	63							
HIV-1/HIV-2 AB	114							
HIV-1/HIV-2 AB	12							
IRON, SERUM	24							
LIPASE	8							
LIPASE	2							
LIPID PROFILE	692							
LIPID PROFILE	2							
LITHIUM	14							
LUTEINIZING HOR	2							
LYME DISEASE AB	4							
LYMPHOCYTE, SUB	66							
MAGNESIUM	2							
MICROALB/CREAT	1							
MICROALBUMIN,RA	60							
N.GONORRHOEAE,D	15							
N.GONORRHOEAE,D	9							
OCCULT BLOOD,ST	1							
OXCARBAZEPINE M	1							
OXCARBAZEPINE M	9							
PHENOBARBITAL	3							
PHENYTOIN / DIL	63							
PHENYTOIN / DIL	12							
PROLACTIN	3							
PROLACTIN	1							
PROTEIN ELECTRO	1							
PROTEIN, TOTAL	4							
PROTIME	38							
PSA, TOTAL-SCRE	1							
PSA, TOTAL	21							
PT & APTT	3							
RBC/PLT SLIDE R	1							
RBC/PLT SLIDE R	1							
RETIC COUNT,AUT	1							
RHEUMATOID FACT	1							
RPR	3220							
RPR	192							
SCAN DIFFERENTI	1							
SCAN DIFFERENTI	3							
STREP SCREEN (T	1							
SUSCEPTIBILITY	1							
SUSCEPTIBILITY	3							
SUSCEPTIBILITY	1							
T3 RIA	8							
T3 UPTAKE	51							
T3 UPTAKE	2							
T3, TOTAL	15							
T4, TOTAL	44							
T4, TOTAL	3							
T4,FREE	17							
TESTOSTERONE	1							
THYROID PEROXID	1							
THYROID STIM IM	1							
TOXO GONDII AB,	22							
TRANSFERRIN	25							
TROPONIN I	1							
TSH	59							
TSH	3							
URIC ACID	1							
URINALYSIS	171							
URINALYSIS	2							
URINALYSIS,MICR	177							
URINALYSIS,MICR	2							
VALPROIC ACID	28							
VALPROIC ACID	7							
VANCOMYCIN,PEAK	3							
VANCOMYCIN,TROU	3							
VARICELLA ZOSTE	2							
VARICELLA ZOSTE	1							
VITAMIN B12	8							
TOTAL TESTS			\$		\$		\$	\$
<b>PHLEBOTOMY</b>	<b>HOURS</b>	<b>HOURLY RATE</b>	<b>YEAR ONE</b>	<b>HOURLY RATE</b>	<b>YEAR TWO</b>	<b>HOURLY RATE</b>	<b>OP YEAR THREE</b>	<b>TOTAL</b>
PHLEBOTOMY HOURS*	624		\$		\$		\$	\$
<b>PHLEBOTOMY AND LABORATORY SERVICES GRAND TOTAL FOR A PERIOD OF THREE YEARS</b>								<b>\$</b>

\*MULTIPLY UNIT COST OR HOURLY RATE BY NUMBER OF TESTS FOR LAB SERVICES AND NUMBER OF HOURS FOR PHLEBOTOMY