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

REQUEST FOR PROPOSAL

FOR A CONSULTANT FOR AUDITING SERVICES

For The County of Mercer

To Be Received On

Wednesday, February 22, 2012
10:00 am

Prepared By:
David J. Miller
County of Mercer

RFP 2012-02F

COUNTY OF MERCER
NOTICE OF REQUEST FOR PROPOSAL
(RFP #2012-02F)

Exempt Services
The County of Mercer is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Respondents shall comply with the requirements of P.L. 1975 C127. (N.J.S.A. 17:27et seq.) A copy of your New Jersey Business Registration Certificate is requested with your proposal.

Mercer County is soliciting proposals for a
CONSULTANT FOR AUDITING SERVICES

Mercer County requires submission by **Wednesday, February 22, 2012 at 10:00 am** in the Office of the Treasurer, McDade Administration Building, 640 S. Broad Street, Third Floor, Room 328, Trenton, NJ 08650. Late submissions will not be accepted. Submit Proposals to:

David J. Miller, Chief Financial Officer
McDade Administration Building
640 S. Broad Street
Third Floor, Room 328
Trenton, NJ 08650-0068

RFP #2012-02F

Specifications and instructions may be obtained in the Department of Purchasing or on the County Website at www.mercercounty.org

1. Introduction

The County of Mercer seeks proposals for the provision of the 2011 annual audit for financial transactions of January 1, 2011 to December 31, 2011 in accordance with 40A-5 et seq. and the single audit act. The scope includes Constitutional Offices, Park Commission and Library. The contract shall be awarded for a term of one year.

2. Administrative Conditions and Requirements

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

2.1 Schedule

Proposals shall be opening in the Office of the Chief Financial Officer on: Wednesday, February 22, 2012.

2.2 Proposal Submission Information

One (1) Original & One (1) copy to: **David J. Miller, CFO, McDade Administration Bldg., 640 South Broad Street, Third Floor, Room 328, Trenton, New Jersey 08650.**
Clearly mark the submittal package with the title of this RFP and the name of the responding firm. The original proposal shall be marked to distinguish it from the other copy.

2.3 Using Department Information

The Using Department for these services is the Department of Finance

2.4 County Representative for this Solicitation

Please direct all questions in writing to:
David J. Miller, Chief Financial Officer

2.5 Interpretations and Addenda

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

2.6 Quantities of Estimate

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

2.7 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

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

2.8.2 Mandatory Affirmative Action Compliance

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

2.8.3 Americans with Disabilities Act of 1990

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

2.8.4 Stockholder Disclosure

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

2.8.5 Non-Collusion Affidavit

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

2.8.6 N.J. Business Registration Certificate

Certificate required pursuant to C57, PL2004; failure to provide may require rejection.

2.8.7 Insurance and Indemnification

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

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

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

2.8.8 Pay to Play

Starting in January, 2007, 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.

2.8.9 Prompt Payment of Construction Contracts P.L. 2006, C. 96

In compliance with N.J.S.A. 2A:30A-1 et seq., the County of Mercer shall impose the following payment process:

The County of Mercer shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the County if the vendor has performed in accordance with the contract and the work has been approved and certified by the County. The billing shall be deemed "approved" and "certified" 20 calendar days after the owner receives it, unless the County provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

2.9 Multiple Proposals Not Accepted
Reserved

2.10 Reserved

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

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

2.13 Termination of Contract
If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision. In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.14 Challenge of Specifications
Any respondent who wishes to challenge a specification shall file such challenge in writing.

2.15 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.

2.16. Ownership of Material

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract. Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner.

3.0 Scope of Work

The County of Mercer is seeking proposal for a registered municipal accountant and certified public accountant, auditing firm to provide auditing services.

Qualification Requirements

Interested firms must have at least five (5) years experience in the provision of and its services for New Jersey Municipalities and Counties.

Description of Services

I. Auditing Services

(a) Provide annual audit services in accordance with the fiscal affairs law (40A:5et seq.);

(b) Provide the audit of State and Federal grants under the provisions of single audit account and related circulars.

(c) Audit of Library following 40A and Library Statutes – basis following DCA guidelines.

(d) Prosecutors Office – in accordance with directives issued by the New Jersey Attorney General.

(e) Outside offices (Surrogate, Sheriff, Corrections, County Clerk, County Adjuster) modified accrual similar to county basis.

4. Proposal Requirements

4.1 Qualification Statement

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

- Name of government agency.
- Contact person's name, position, and current telephone number.
- Dates, cost and scope of service.
- Extent of change orders or "extra" fee charged.

4.2 Key Personnel Information

The respondent shall provide the identity and the credentials of the principals and other key personnel working for the contractor and their areas of responsibilities.

4.3 Proposal Forms

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

1. Proposal Checklist
2. Proposal Cost Form
3. Non-Collusion Affidavit
4. Stockholder Disclosure
5. Affirmative Action Statement
6. Acknowledgement of Receipt of Addenda

4.4 Location of Servicing Office

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

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the submittal date. The owner may either award the Contract within the applicable time period or reject all proposals. The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

5.2 Rejection of Proposals

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

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. Multiple contracts may be awarded.

5.4 Evaluation Criteria

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

5.4.1 Understanding of the Requested Work

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

5.4.2 Knowledge and Technical Competence

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

5.4.2.a. Management, Experience and Personnel Qualifications

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

5.4.3 Ability to Complete the Services in a Timely Manner

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

5.4.4 Cost

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

5.5 Payment

Payment will be made on presentation of owner's voucher duly signed and executed. Term of the contract: One Year.

5.6 Notice of Award

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

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.

Administrative Conditions and Requirements _____

Scope of Work _____

Qualification Statement _____

Proof of Licensure _____

References _____

Proposal Cost Form _____

Acknowledgement of Receipt of Addenda _____

Non-Collusion Affidavit _____

Stockholder Disclosure _____

Affirmative Action Statement _____

Affirmative Action Mandatory Language _____

Americans with Disabilities Act Mandatory Language _____

Business Registration Certificate to be supplied with RFP _____
(Failure to supply is a fatal flaw)

Certification and Disclosure of Political Contributions _____

COUNTY OF MERCER

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received**:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

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

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

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

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

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME:_____TITLE: _____

DATE: _____

EXHIBIT A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts

(Mandatory Affirmative Action Language)

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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates 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 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable 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 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 applicable 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 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 Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

STOCKHOLDER DISCLOSURE CERTIFICATION

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

NAME OF BUSINESS_____

☐ 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:

☐Partnership ☐Corporation ☐Sole Proprietorship
☐Limited Partnership ☐Limited Liability Corporation ☐Limited Liability Partnership
☐Subchapter S Corporation ☐Non-Profit Corporation

This form shall be completed and signed. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Signature_____ Date_____

Printed Name & Title_____

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. S12101 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.

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.

For those wishing the complete context of the EEOC Guidelines, contact the Mercer County Affirmative Action Office, Mr. Andrew Mair, 640 South Broad Street, Trenton, NJ 08650-0068. (609)989-6502.

INSURANCE AND INDEMNIFICATION REQUIREMENTS

The contractor covenants and agrees that at least twenty-one (21) days prior to the beginning of this operation, it will produce and deliver to the County certificates of insurance written with an insurance company currently admitted in New Jersey, insuring the contractor and stating that the County of Mercer is an "**ADDITIONAL NAMED INSURED"**, insuring against Bodily Injury and Property Damages in the amount of $1,000,000.00 combined single limit and $2,000,000.00 aggregate, and shall be maintained in force during the life of this contract.

Said liability insurance shall be the **Comprehensive General Liability** form including **Professional Liability, Premises Operations and include Independent Contractors, Products/Complete Operations, Explosion, Collapse and Underground Hazard, Broad Form Property Damage and Blanket Contractual.** Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

AUTOMOTIVE LIABILITY INSURANCE (IF APPLICABLE)
Automotive liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than $_____ any one person and $_____ any one accident for bodily injury and $_____ each accident for property damage, shall be maintained in full force during the life of the contract.

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 neglect on or about the said premises by the contractor, their partners, agents, employees, customers, invitees, contractors, subcontractors, sub-subcontractors and vendors. This indemnification clause shall also include any and all claims and costs of same against the County, involving environmental impairment.

WAIVER OF SUBROGATION CLAUSE
Contractor, 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 contractor 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 contractor or from failure of the contractor to keep the premises in good condition and repair as herein provided.

PROPERTY DAMAGE CLAUSE
Contractor agrees to indemnify the County of Mercer for any and all costs for the repair or replacement to County Property, including but not limited to, Buildings and Roads, which arise from or in any manner grow out of any act or neglect on or about said premises by the contractor, partners, agents, employees, invitees, vendors, subcontractors and sub-subcontractors.

_____ _____
SIGNED DATE

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_____
bidder making the proposal for the above named Contract, and that I executed the said proposal wi
authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, partic
any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection w
above named Contract; and that all statements contained in said proposal and in this affidavit are tr
correct, and made with full knowledge that the County of Mercer relied upon the truth of the statem
contained in said Proposal and in the statements contained in this affidavit in awarding the Contract
said proposal.

I further warrant that no person or selling agency has been employed or retained to solicit o
such Contract upon an agreement or understanding for a commission, percentage, brokerage, or co
fee, except bonafide employees or bonafide established commercial or selling agencies maintained b

_____
(Name of Vendor)

NON-COLLUSION AFFIDAVIT

Subscribed and sworn to before me
This_____day of_____, 20____.

_____
(Signature of Notary Public)
Notary Public of_____
My Commission expires_____, 20___

PROPOSAL

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

FOR A CONSULTANT FOR AUDITING SERVICES
(County, Prosecutor, Library, Sheriff, Surrogate, County Clerk and County Adjuster Audits)

_____

(SIGNATURE BY AUTHORIZED REPRESENTATIVE)

TOTAL $_____

_____

TOTAL COST IN THE WRITTEN WORD

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

_____ having its principal office at_____

COMPANY_____

ADDRESS_____

ADDRESS_____

FEDERAL I.D. OR SS#_____

PRINT NAME_____

TELEPHONE _____

TELEFASCIMLE_____

E-MAIL_____

DATE_____

COUNTY OF MERCER
Certification of Political Contributions
(Effective February 1, 2005)

PROFESSIONAL BUSINESS ENTITY:

NAME AND POSITION OF FILING OFFICER

_____

BUSINESS ADDRESS:_____

CITY STATE AND ZIP CODE:_____

Refer to the attached link:
http://nj.gov/counties/mercer/news/publications/pdf/2004_14_ordinance.pdf

Mercer County Ordinance No. 2004-14 This Ordinance, effective February 1, 2005, provides that all professional business entities seeking a professional services contract on a no-bid basis with the County of Mercer or any of its boards, independent authorities or commissions are required to provide a sworn statement or certification that the professional business entity has not made and will not make a political contribution in violation of said Ordinance.

Certification I, the undersigned, certify that:

(1) I have reviewed Mercer County Ordinance No. 2004-14 and understand the terms therein.

(2) The following individuals and/or entities have not solicited a political contribution or made a political contribution in violation of the provisions set forth in Mercer County Ordinance No. 2004-14 (*No-Bid Professional Services Contracts)* in excess of the limits set forth in said Ordinance: (i) the professional business entity identified above; (ii) all principals who own or control 10% or more of the equity of the corporation, partnership or professional business entity including principals, partners and officers in the aggregate; (iii) any subsidiaries directly controlled by the professional business entity; and (iv) if the professional business entity is a natural person, that person's spouse and/or child, living at the same address.

(3) I am duly authorized and empowered to make this certification on behalf of the professional business entity and those others referenced above.

(4) The foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment including, but not limited to, the penalty terms set forth in Mercer County Ordinance No. 2004-14.

NAME:_____

TITLE:_____

DATE:_____

COUNTY OF MERCER
Disclosure of Political Contributions

Professional Business Entity: _____

Pursuant to Mercer County Ordinance No. 2004-14 all professional business entities with which the County of Mercer or any of its boards, independent authorities or commissions intends to award professional services contracts on a no-bid basis are required to disclose, among other things, all political contributions made within the twelve month period immediately preceding the date of the awarding of the contract or agreement to (1) a campaign committee or fund of any candidate for or holder of a public office within Mercer County government; (2) any municipal or county party committee; or (3) any political action committee (PAC) that is organized for the purpose of promoting or supporting Mercer County government candidates or officeholders. **Indicate "none" if no such contributions have been made.**

A separate Disclosure must be submitted by each of the following, defined as a "Professional Business Entity" under the Ordinance:

(i) a professional business entity submitting a Disclosure on its own behalf;
(ii) all principals who own or control 10 % or more of the equity of the corporation, partnership or professional business entity;
(iii) any subsidiaries directly controlled by the professional business entity; or
(iv) if a professional business entity is a natural person, that person's spouse and/or child, living at the same address.

Pertaining to Disclosure of Political Contributions to any political action committee (PAC) that is organized for the purpose of promoting/supporting Mercer County candidates/officeholders. Indicate "none" if no such contributions have been made.

Name of Political Action Committee	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Cash, Check, Loan, In Kind	Purpose of Political Action Committee

Pertaining to Disclosure of Political Contributions to: any candidate committee and/or election fund of any candidate for or current holder of a public office within Mercer County government; and any municipal or county political party committee. Indicate "none" if no such contributions have been made.

Name of Committee or Fund	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Cash, Check, Loan, In Kind	

I have reviewed Mercer County Ordinance No. 2004-14 and understand its terms. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true and that I am duly authorized to make this certification. I am aware that if any of the statements are willfully false, I am subject to punishment.

Company or Professional Business Entity:

By: _____

Name:_____

Title:_____

Date:_____

Relationship to Professional Business Entity: (See ii, iii and iv above)

If ii applies, list principals and % of ownership or control:_____

If iii applies, name and address of subsidiary:_____

If iv applies, name of spouse and/or child:_____

SECTION 3

SUBMISSION REQUIREMENTS

3.1 General Requirements.

The Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3.0 and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Qualification Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

3.2. Content and Form of Proposal Response

a. Proposal Format. Proposal content and completeness will be an important criteria in the evaluation process. In order to streamline the evaluation process and insure that all proposals are evaluated on an equal basis, it is required that proposals adhere to the standard format outlined below for presentation of the requested information.

Section	Section Title
1	Letter of Transmittal
2	Qualifications a. Experience of the Firm b. Key Personnel
3	Legislative Compliance

b. Proposal Content

i. Letter of Transmittal (Section 1)

The Respondent must provide a Letter of Transmittal signed by the individual who is authorized to commit the firm to the Scope of Services of this RFQ. This letter must incorporate the following:

- An acknowledgment of receipt of this RFQ stating that it is understood that all conditions contained in this RFQ may be incorporated into any resulting contract.
- a narrative statement of the Respondent's understanding of the County's needs and goals.
- A statement that guarantees that the proposal is valid for 60 days from the date of receipt by the County.
- A statement acknowledging that all information contained in the proposal is factual and accurate.

  A statement that the Respondent is in compliance with all applicable affirmative action regulations.
- A statement acknowledging that the individual signing the letter of transmittal has the authority to commit the firm to all the provisions contained in this RFQ and the firm's corresponding proposal.
- A statement of the Respondent's willingness to accept the Fees outlined in Section 2.2 above.

ii. Qualifications (Section 2)

1. Experience of the Firm

The Respondent must demonstrate the experience and qualifications of the firm. Respondent must provide the following:

- Brief history of the firm; highlight the benefits the firm believes it can contribute to the County of Mercer.

- An explanation of fields of expertise, demonstrating particular legal expertise, if any.

- Any other information the Respondent deems pertinent and which demonstrates an ability to perform the requested services.

2. Experience of Key Personnel

The Respondent must demonstrate the experience and qualifications of the firm, its professionals who will be performing work for the County. Therefore, Respondent shall provided the following:

- Resumes of the professionals who will be assigned and committed to the County, identifying each professional's status in the firm, i.e., partner, associate, etc and his or her applicable experience.

  A list of all immediate relatives of Principal(s) of Respondent who are County employees or elected officials of the County. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.
- Other information Respondent deems pertinent which demonstrates an ability to perform the requested services.

iii. Legislative Compliance.

The Respondent must submit disclosures as follows:

A Certification of Political Contributions (Appendix A) according to Mercer County Ordinance No. 2004-14 This Ordinance, effective February 1, 2005, provides that all professional business entities seeking a contractual agreement on a no-bid basis with the County of Mercer or any of its boards, independent authorities or commissions are required to provide a sworn statement or certification that the professional business entity has not made a political contribution in violation of Section 1 of said Ordinance. (Appendix B)

Any disclosures required by New Jersey Local Unit Pay to Pay Legislation, N.J.S.A. 19:44A-20.4 *et seq.,* P.L. 2005, c. 271, and any other applicable State of New Jersey legislation.

SECTION 4

INSTRUCTIONS TO RESPONDENTS

4.1 Submission of Qualification Statements.

Respondents must submit an original and one (1) copy of their Qualification Statement to the Designated Contact Person:

David J. Miller, CFO
Mercer County Finance Dept.
McDade Administration Bldg.
640 So. Broad Street
Third Floor, Room 328
Trenton, New Jersey 08650

Qualification Statements must be received by David J. Miller, CFO, no later than **Wednesday, February 22, 2012 at 10:00 am** must be mailed or hand-delivered. Qualification Statements forwarded by facsimile or e-mail will not be accepted.

To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein. Qualification Statements and all related information must be bound, and signed and acknowledged by the Respondent.

SECTION 5

EVALUATION

The County's objective in soliciting Qualification Statements is to enable it to select a firm or organization that will provide high quality and cost effective services to the County. They will consider Qualification Statements only from firms or organizations that, in the Countys judgement, have demonstrated the capability and willingness to provide high quality services to the citizens of the County in the manner described in this RFQ.

In evaluating proposals the County will consider which are the most advantageous for the County and the residents of the County of Mercer. Among other things, the County will consider:

1. Experience and reputation in the field;

2. Ability and availability to accommodate the legal needs of the County; and

3. Responsiveness to the Request for Qualifications.

4. Other factors determined to be in the best interest of the County.

Appendix A

County of Mercer

Certifications of Political Contributions form

Appendix B

County of Mercer

Ordinance No. 2004-14, An Ordinance Amending the Administrative Code of Mercer County, New Jersey, Establishing a Prohibition on Awarding Professional Services Contracts to Certain Contributors to Political Campaigns (Amendment No. 9)