

**CONSULTING SERVICES FOR
THE DEVELOPMENT AND IMPLEMENTATION OF THE COUNTY OPTION HOSPITAL FEE PROGRAM
PHASE III**

CALENDAR

FOR BURLINGTON COUNTY

| | |
|------------------------|-----------------------------|
| *CONFERENCE W/BOARD | OCTOBER 23, 2024 |
| RESOLUTION | OCTOBER 23, 2024 |
| ADVERTISE | OCTOBER 25, 2024 |
| PRE-BID | N/A |
| DEADLINE FOR QUESTIONS | NOVEMBER 1, 2024 |
| RECEIVE | NOVEMBER 8, 2024 at 2:00 PM |
| AWARD RESOLUTION | NOVEMBER 13, 2024 |

Board of County Commissioners of the County of Burlington



REQUEST FOR PROPOSAL for

CONSULTING SERVICES FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE COUNTY OPTION HOSPITAL FEE PROGRAM PHASE III FOR THE PERIOD OF DECEMBER 1, 2024 THROUGH NOVEMBER 30, 2025

Enclosed are the terms, specifications, contract documents and proposal forms.

PLEASE SUBMIT THREE (3) COMPLETE ORIGINAL SETS & SIX (6) COPIES OF PROPOSAL (1 UNBOUND)

PROPOSALS DUE: BY NOVEMBER 8, 2024 AT 2:00 PM (local time)

RETURN PROPOSALS TO:

HAND DELIVERIES and COURIERS:

County of Burlington
Office of the County Solicitor
County Office Building
Second Floor; Room 225
49 Rancocas Road
Mount Holly, NJ 08060-6000

MAILING:

County of Burlington
Office of the County Solicitor
49 Rancocas Road
Post Office Box 6000
Mount Holly, NJ 08060-6000

Telephone Number: (609) 265-5289
Burlington County Website: <http://www.co.burlington.nj.us>
Email: LEGAL@co.burlington.nj.us

Name of Company: _____

Address: _____

(Zip Code)

Telephone no.: (____) _____

Toll Free no.: (____) _____

Fax Tele. no.: (____) _____

E-mail Address: _____

PROPOSAL: CONSULTING SERVICES FOR DEVELOPMENT AND IMPLEMENTATION OF COUNTY
OPTION HOSPITAL FEE PROGRAM PHASE III

IMPORTANT

The Office of the County Solicitor is not responsible for any proposal misdirected in the delivery by Person or Delivery Service.

PROPOSALS MUST BE DELIVERED OR MAILED TO:

DELIVER TO:

County of Burlington
Office of the County Solicitor
County Office Building
Second Floor; Room 225
49 Rancocas Road
Mount Holly, NJ 08060-6000

MAIL TO:

County of Burlington
Office of the County Solicitor
49 Rancocas Road
Post Office Box 6000
Mount Holly, NJ 08060-6000

Telephone Number: (609) 265-5289
Burlington County Website: <http://www.co.burlington.nj.us>
Email: LEGAL@co.burlington.nj.us

NOTICE TO PROPOSERS: The Office of the County Solicitor is open to the public for walk-in proposal submissions Monday through Friday from 9:00 AM to 5:00 PM (local time), County holidays excluded.

Any proposal not in the possession of the County Solicitor by the specified prevailing time of proposal opening will not be accepted and will be returned.

All solicitations are subject to change. It is the responsibility of the vendor to check the website for any future addenda, revisions, etc. prior to the opening date. Failure to do so could result in rejection of your proposal submission.

Proposals must be downloaded and submitted in the original pdf format. Any proposal modified from the original format will not be accepted.

NO PROPOSAL RESPONSE FOR REASONS CHECKED

CANNOT COMPLY WITH SPECIFICATIONS UNABLE TO MEET DELIVERY
 CANNOT COMPLY WITH TERMS/CONDITIONS
WHICH ONES?

OTHER [SPECIFY]

WE DO WE DO NOT WANT TO REMAIN ON MAILING LIST FOR FUTURE
PROPOSALS OF THE TYPE OF ITEMS INVOLVED

SIGNATURE

TYPE OR PRINT NAME OF SIGNER

COMPANY NAME

----- FOLD HERE -----

PROPOSAL: CONSULTING SERVICES FOR DEVELOPMENT AND IMPLEMENTATION OF COUNTY
OPTION HOSPITAL FEE PROGRAM PHASE III

DATE/LOCAL TIME: **By November 8, 2024 AT 2:00 pm** (local time)

----- FOLD HERE -----

FROM:

| |
|------------------------|
| AFFIX STAMP HERE |
|------------------------|

TO: **COUNTY OF BURLINGTON
OFFICE OF THE COUNTY SOLICITOR
49 RANCOCAS ROAD; Room 225
POST OFFICE BOX 6000
MOUNT HOLLY NJ 08060-6000**

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CHECK LIST

Your proposal will not be considered complete unless all items listed below are included with your package.

| TITLE | SECTION | PROPOSER CHECK OFF |
|--|---|-----------------------|
| Proposal Form | 2.00 (signed & attached) | _____ (MANDATORY) |
| Addenda certification # _____ | 3.06 (signed & attached) | _____ (MANDATORY) |
| Statement of Ownership Disclosure | 3.22 & 4.01 (complete & attached) | _____ (MANDATORY) |
| Statement from Insurance Broker | 1.03 & 4.09 | _____ |
| Hold Harmless/Indemnification | 3.25 & 4.02 (signed & attached) | _____ |
| Non-Collusion Certification | 4.03 (signed & attached) | _____ |
| Equal Employment Opportunity Questionnaire | 3.17 & 4.04 (attached) 4.05 | _____ |
| Qualification Questionnaires | 4.06/4.06A | _____ |
| Vendor Information Sheet | 4.06B (attached) | _____ |
| Assurances and Certifications | (attached) | _____ |
| Disclosure of Investment Activities in Iran | 3.40 & 4.07 | _____ |
| New Jersey Business Registration Certificate or 501C3 Certificate | 3.36 & 4.08 (attached) | _____ |
| W-9, Request for Taxpayer Identification Number & Certification | 3.38 & 4.10 (attached) | _____ |
| Deviations from Technical Specifications | 1.07 & 4.11 (attached) | _____ |
| Contract Form | 5.00 (sign and attach appropriate form) | |
| Corporate | 5.01 | _____ |
| Partnership | 5.02 | _____ |
| Individual | 5.03 | _____ |
| Authorized signatures on all forms (blue ink) | | _____ |
| Required sets of Proposals submitted (Scanned copies of the proposal will <u>not</u> be accepted) | | _____ |
| Check List (annotated & attached) | | _____ |
| Reviewed by/ Date Reviewed: _____ | | _____ |
| | | (Date) |

COUNTY OF BURLINGTON, NEW JERSEY

1.00 TECHNICAL SPECIFICATIONS

1.01 INTENT

The Board of County Commissioners of the County of Burlington intends to award a contract for CONSULTING SERVICES FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE COUNTY OPTION HOSPITAL FEE PROGRAM PHASE III.

Sealed proposals will be received by the Burlington County Solicitor

County of Burlington
Office of the County Solicitor
49 Rancocas Road; Room 225
Mount Holly, New Jersey 08060-6000
November 8, 2024 AT 2:00 PM (local time)

at which time said proposals will be publicly received and recorded.

The conditions and requirements of these specifications are intended to be open and non-restrictive for the purpose of obtaining adequate participation of interested vendors, uniformity in the submission of proposals and selection of the best pricing and other proposal requirements.

The successful proposal shall become a part of the signed contract upon award.

The County shall be the sole judge concerning the merits of all proposals submitted.

1.02 PRE-PROPOSAL CONFERENCE

A pre-proposal conference is NOT APPLICABLE TO THIS SOLICITATION.

Answers given during the pre-proposal conference (if applicable) are not binding unless confirmed in writing via addendum prior to the proposal opening by the County Solicitor.

Note: It is strongly advised that all prospective Proposers attend (if applicable).

DEADLINE FOR QUESTIONS IS NOVEMBER 1, 2024.

Questions should be e-mailed to the County Representative no later than the date and time stated above. See Section 1.04 for e-mail address.

1.03 INSURANCE REQUIREMENTS (THE COUNTY RECOMMENDS YOU SEND THIS SECTION TO YOUR INSURANCE BROKER)

The Proposer/Contractor must secure and maintain the following insurance coverage during the term of this contract (unless an exception is provided herein):

1. Commercial General Liability, including Products Completed Operations, coverage for Personal Injury and Property Damage Liability of not less than one million dollars (\$1,000,000) combined single limit for each occurrence/ two million dollars (\$2,000,000) aggregate; and
2. Comprehensive automobile bodily injury and property damage liability coverage of not less than one million dollars (\$1,000,000) combined single limit; and
3. All statutory workers compensation and employer liability coverage required to be held by law; and
4. Professional Liability (Errors & Omissions) coverage with limit of one million dollars (\$1,000,000) for each occurrence/two million dollars (\$2,000,000) annual aggregate; and
5. Umbrella Liability with limits of one million (\$1,000,000) per occurrence and one million dollars (\$1,000,000) annual aggregate; and
6. Sexual Misconduct with limits of one million (\$1,000,000) per occurrence and one million dollars (\$1,000,000) annual aggregate.

Within ten days of the Notice of Intent to Award Contract, the Proposer/Contractor shall provide the County with a Certificate of Insurance evidencing that said insurance is and will be in effect during the term of the contract and naming the Board of County Commissioners of the County of Burlington as an Additional Insured.

Each Certificate of Insurance shall contain a statement that the policy applies to all operations of the project which are undertaken by the insured during the performance of this contract. In addition, each Certificate of Insurance shall contain the following information or statements:

1. Name and address of insured.
2. A statement that the Board of County Commissioners of the County of Burlington is an Additional Insured under Commercial General Liability.
3. The number and description of each policy in force on the date of the Certificate.
4. The expiration date of each policy shown as well as the amount of coverage for each policy.
5. The name and number of this contract as shown on the cover of this package.
6. A statement showing the method of cancellation. If cancellation may be effected by the giving of notice to the insured and the Board of County Commissioners of the County of Burlington by the insurer, the policy and Certificate must provide that cancellation shall not be effective until ten (10) days after receipt of such notice by the said Board of County Commissioners.

During the term of the contract, it shall be the responsibility of the Proposer/Contractor to provide the County with additional Certificates of Insurance in compliance with the above showing current coverage when any insurance policy for the above-listed coverage expires.

Submission of proof of the required insurance coverage in the form of a Certificate or Certificates of Insurance is a condition precedent to contract award. After receipt of a sufficient performance bond and other submissions required by these proposal specifications, the proposal will be accepted and a signed contract and a purchase order will be forwarded to the successful proposer.

The Proposer/Contractor must secure a statement from their insurance broker stating that they will, upon successful award of this proposal to their client, supply the proposer with insurance in the limits as required by this proposal.

STATEMENT FROM INSURANCE BROKER: Each bidder must include with his bid a statement from the bidder's insurance broker stating that the broker will, upon successful award of this contract to their client, supply the bidder with insurance in the types and amounts required by these specifications. (Section 4.09)

1.04 COUNTY REPRESENTATIVE

The County Representative is:

Ashley H. Buono, Esquire
County Solicitor
49 Rancocas Road, Room 225
Mount Holly, New Jersey 08060
Telephone Number (609) 265-5289
E-mail Address: legal@co.burlington.nj.us

This person is designated as the County Representative for this proposal and will be the point of contact for performance and payment after execution of the contract.

The County Solicitor is responsible for all contract administration matters.

1.05 ELIGIBILITY OF PROPOSER

Proposals for the service will be considered only from vendors not listed on any debarred list published by the State of New Jersey.

The Successful Proposer shall be licensed to provide all contract services in these specifications as may be required under all applicable local, state, and federal laws and regulations. The Successful Proposer shall be responsible to know all licensure requirements. The Successful Proposer's licenses shall be valid and in good standing at the time of proposal submission. The Successful Proposer's licenses shall be valid and in good standing throughout the contract term. Proposers should provide all applicable licenses at the time of proposal submission. The Successful Proposer shall provide licensure documentation to the County upon request.

1.06 EVALUATION AND RANKING METHODOLOGY

All proposals shall be evaluated and ranked using the following criteria:

- A. APPLICANT HISTORY (20 POINTS)**
- B. APPLICANT'S EXPERIENCE (20 POINTS)**
- C. PROJECT MANAGEMENT PLAN (20 POINTS)**
- D. TECHNICAL CRITERIA (20 POINTS)**
- E. AVAILABILITY/EXPERIENCE OF PERSONNEL (20 POINTS)**
- F. COST (USED AS A TIEBREAKER)**

Final results shall be determined by the County Solicitor or County Administrator in a report to the Board of County Commissioners.

This report shall be available to the public at least forty-eight (48) hours prior to award of the contract or when made available to the governing body, whichever is sooner.

1.07 SPECIFICATIONS FOR CONSULTANT SERVICES FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE COUNTY OPTION HOSPITAL FEE PROGRAM PHASE III

The Board of County Commissioners of the County of Burlington, New Jersey seeks a Successful Proposer for CONSULTANT SERVICES FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE COUNTY OPTION HOSPITAL FEE PROGRAM PHASE III.

I. BACKGROUND INFORMATION

New Jersey’s County Option Hospital Fee Program (“Hospital Fee Program”) was initially established pursuant to ‘The County Option Hospital Fee Pilot Program Act’, P.L. 2018, c.136. The Hospital Fee Program was then amended pursuant to P.L. 2021 c.41, and then expanded to include the additional counties, including Burlington County, pursuant to P.L. 2022, c.61. The purpose of the Hospital Fee Program is to: 1) increase financial resources through Medicaid program to support local hospitals and ensure that they continue to provide necessary services to low-income citizens; and 2) provide participating Counties with new fiscal resources. The County of Burlington is one of 12 Counties eligible to participate in the Hospital Fee Program. The Hospital Fee Program authorizes each participating County to impose a local health care-related fee on hospitals within its borders. The fee proceeds will be used to secure additional Federal Medicaid funding to benefit residents with low income by providing additional funding to the hospitals that serve these residents as well as to compensate the participating County and the State of New Jersey for administrative costs. Funds generated under the Hospital Fee Program will be combined with Federal Medicaid dollars to make additional Medicaid payment to participating hospitals.

The County desires to engage a well-qualified Consultant, which may represent a single firm or team of firms, who possesses a specialized knowledge and understanding of the type of Hospital Fee Program authorized by the State’s Legislation. The Consultant shall assist the County with the development of the County’s Hospital Fee Program and provide annual implementation services if the County’s Option Hospital Fee Program as approved by the State and Federal governments.

Interested Consultants shall familiarize themselves with the Statutory and regulator requirements applicable to the County’s participation in the Hospital Fee Program as set forth in P.L. 2018, c.136, P.L. 2021, c.41, P.L. 2022, c.61, N.J.A.C. 10:52B and the New Jersey County Option Hospital Fee Pilot Program Operations Manual, which may be found at http://www.nj.gov/humanservices/dmahs/news/nj_co_opt.html. Consultants shall also have in depth and current working knowledge of the underlying Federal requirements as outlined in Section 1903(w) of the Social Security Act; 42 CFR 433.68; and 42 CFR 433.51.

The Consultant shall have a reporting responsibility to a designated individual within the Burlington County Office of the County Administrator. Other offices and departments of Burlington County Government shall provide support services, advisory and consent in regard to the Hospital Fee program. Further, the County may assist the Consultants in the development of proposals by facilitating access to necessary County records and data. All further analysis will be the responsibility of the Consultant.

II. SCOPE OF SERVICES

The successful contractor shall assist the County with the provision of all services needed to develop the County's Hospital fee Program, and the Contractor shall assist the County with the provision of all services needed to implement the Hospital Fee Program. As discussed above, interested contractors shall familiarize themselves with the statutory and regulatory requirements applicable to the County's participation in the Hospital Fee Program. The following scope of services is based on the County's interpretation and understanding of the County's requirements related to the Hospital Fee Program. Interested contractors are permitted to identify Exceptions Form any additional services that may be required to successfully perform the Hospital Fee Program or to identify any services that should be excluded from the County's scope of services. It is believed that **eight (8)** entities/hospitals located within Burlington County would meet the eligibility requirements to participate in the County's Hospital Fee Program.

The County is requesting the following services:

a. **Continuity of Program**

Based on existing model utilized by the County, the consultant shall:

- a. Draft the fee and expenditure report for the County consistent with the criteria listed above and any other Federal and State requirements within the deadlines.
- b. Determine the classes of hospital facilities, the specific hospitals in each class, and identify the required characteristics of each hospital, that will be subject to the hospital fee.
- c. Identify specific hospitals that will be excluded from the imposition of the hospital fee and develop the rationale for all exclusions.
- d. Facilitate and lead meetings with local hospitals that will be subject to the Hospital Fee Program.
- e. Document local hospital input for inclusion into the fee and expenditure report, as may be required by rule.
- f. Develop the fee and expenditure methodology. That includes presenting the County with fee and expenditure methodology options and assisting the County to determine the best methodology.
- g. Calculate the prospective hospital specific disproportionate share payment limit (DSH limit) for each hospital subject to the hospital fee.
- h. Prepare date requests to the NJ Department of Human Services, as may be required.
- i. Prepare data requests to local hospitals, as may be required.
- j. Maintain adequate work papers and supporting documentation, as may be required.
- k. Assistance with the Development and Drafting of the County's Resolution for Board of County Commissioner Approval.

The Board of County Commissioners will be required to approve the County's fee and expenditure plan. The Consultant shall assist the County with the development of the required resolution that will be brought before the Board of County Commissioners. Per Rule, the Resolution must address the following:

- The process for communicating with affected hospitals and collecting feedback and comments on the County proposal;
- Which hospitals are subject to the fee;
- The revenue or other metric that will be used as the basis for the fee and rate that will be used to assess the hospital fee;
- The Notice and collection process;
- Penalties that may be imposed for nonpayment or late payment;
- The appeals process;
- Use of fee for administrative costs.
- Use of fees for administrative costs, transfers for State administrative costs, and transfers to finance Medicaid/NJ FamilyCare payments to County providers.
- A statement that there will be no impact on patients or payers; and Affirmation that payments made under the Hospital Fee Program will not supplant or otherwise offset payments made to hospitals from other sources, except that payments may be otherwise limited to the hospitals' hospital-specific disproportionate share (DSH) limit as provided in Section 1923(g) of the Social Security Act.

B. Implementation of the Hospital Fee Program (Phase III)

The Consultant shall establish its processes and procedures to implement the Hospital Fee Program. The Consultant shall provide the below enumerated services:

1. Recommend, draft, calculate or generally make any changes, as may be necessary, to the County's Fee and Expenditure Report and Ordinance or Resolution based on feedback received from the State and Federal Government.
2. Issue the County's Fee and Expenditure Report as final product. This includes the provision of sufficient copies of the final fee and expenditure report for County publication and issuance to affected hospitals and drafting cover letters or notice on behalf of the County, as may be required.
3. Develop a schedule for the County that identifies implementation milestones and pertinent actions that must be taken by the County and when those actions must be taken.
4. Develop and prepopulate the hospital specific fee notices that shall be used to invoice the hospitals for the annual fee amounts due. The notices shall be complete with instruction to the Hospitals as to the methods and terms of payment that shall be accepted by the County.
5. Monitor fee collections on behalf of the County and provide payment reminders and follow-up to Hospitals to ensure timely payment. This also includes the preparation of program accounting reports to identify cash receipts, accounts receivables, late payments and non-payments.
6. Provide written update to the County on the allocation of proceeds and transfers to the State for Federal matching funds based on actual cash collections.

7. Advise the County, as may be required, on the methods and terms that shall be followed by the County to realize the County's portion of the proceeds and transfer applicable proceeds to the State.
8. Collect data on supplemental Medicaid (MCO or Fee-for-Service) payments made to specific hospitals under the County Fee Program and report this data to the County. Provide analysis and discussion concerning the relation the supplemental Medicaid payments have to the hospital specific fees levied by the County.
9. Provide support to the County with any appeals, in conformance with the Consultant's role as identified in the written appeals process.
10. Review the fee and expenditure methodology, intergovernmental agreement, and hospital quality of care measures, on an annual basis and make recommendations, as needed. This includes presenting the County with an assessment of the current fee methodology, discussing optional fee methodologies and assisting the County to determine the best methodology on an ongoing basis.
11. Calculate, annually, or on an as needed basis consistent with Federal/State requirements, the prospective hospital specific disproportionate share payment limit (DSH limit) for each hospital subject to the hospital fee.
12. Reviewing the New Jersey County Option Hospital Fee Pilot Program Operations Manual on an annual basis and make recommendations, as needed.
13. Prepare data requests to the NJ Department of Human Services, as may be required.
14. Prepare data requests to local hospitals, as may be required.
15. Maintain adequate work papers and supporting documentation, as may be required.
16. Meet and communicate with County Administration, as may be required, to explain the County's Hospital Fee Program, the Fee and Expenditure Report and Ordinance or Resolution.
17. Meet with representatives of the NJ Department of Human Services, the Centers for Medicare and Medicaid Services, or any other Federal or State agency, as may be required, to explain the County's Hospital Fee Program, the Fee and Expenditure Report and Ordinance or Resolution.
18. Draft correspondence on behalf of the County to the NJ Department of Human Services, the Centers for Medicare and Medicaid Services, or any other Federal or State agency, as may be required, to support the County's proposed Hospital Fee Program. This includes any statements or calculations, as may be required by Federal rule, to support the reasonableness of the County's Hospital Fee Program.
19. Recommend, draft, calculate or generally make any changes, as may be necessary, to the County's Fee and Expenditure Report and Resolution based on feedback received from the State and Federal Government.

C. Additional Consultant's Scope of Services

As discussed above, the Hospital Fee Program is a new program for the County of Burlington. As such, the County recognizes that the scope of services identified above may not be fully inclusive or address all of the services required to successfully develop/implement the Hospital Fee Program. Similarly, perhaps experienced Consultants may consider some of the scope of services listed above as overbroad or may identify services that can be consolidated. Interested Consultants shall use this section to identify any such circumstances and request additions to, or exclusions from, the County's scope of services.

The County may consider:

1) Additions to the County's Scope of Services based on the Consultant's understanding of the statutory and regulatory requirements of the Hospital Fee Program.

2) Additions to the County's Scope of Services based on the Consultant's prior experience with similar programs or services.

3) Exclusions from the County's Scope of Services based on the Consultant's understanding of the statutory and regulatory requirements of the Hospital Fee Program.

4) Exclusions from the County's Scope of Services based on the Consultant's prior experience with similar programs or services.

Please refer to Section 4.11 to provide and attach said information should the proposer wish to address any concerns.

D. Potential Conflicts and Setbacks

Based on experience, Consultants shall set forth a summary description of any and all anticipated or potential conflicts or setbacks that may be experienced during the "Development of the Hospital Fee Program" and the "Implementation of the Hospital Fee Program". For each problem or setback identified, the Consultant shall identify its approach to resolving the problem/setback and any special assistance that may be requested from the County.

III. PROPOSAL REQUIREMENTS

Interested Consultants shall submit a proposal in the following format:

A. Consultant's Background Information

1) Consultant's legal name.

2) Address of Consultant's headquarters and the address of the Consultant's office that will be servicing the County.

3) Name, telephone, email address and fax number of contact person to whom questions regarding this proposal should be directed.

4) Consultant's organization status (i.e., voluntary; non-profit; private; public; or other).

5) Identify length of time that the Consultant has provided consulting services (generally) and the length of time the Consultant has provided services similar to the scope of this RFP.

B. Consultant's Ability to Provide the Requested Consulting Services

Provide a detailed description of the abilities and strengths of your organization, including the following:

- 1) Nature and extent of consulting services currently provided.
- 2) Experience, skills and qualifications of relevant staff in your organization that would be assigned to provide the actual services requested under this RFP. Please attach resumes for all pertinent staff.
- 3) Identify previous consulting experience and how that experience is relevant to the consulting services requested herein.
- 4) Organizational structure and accountabilities.

C. Scope and Nature of Services to be Provided

Describe the scope of services that you feel are necessary to successfully perform the requested services.

D. References

Please provide a listing of relevant references of current and previous consulting services to support specific experience requirements. Please identify each client, the address of the client, the name of a contact person, telephone number, email address and briefly identify the service provided for each client listed. ***Consultant shall have a minimum of five (5) years' experience in providing similar consulting services as described in this request for proposals.***

E. Fee Arrangements

Interested Consultants shall submit proposed fee arrangements based on the County's Scope of Services, as outlined above, and in consideration of any Consultant requested additions/exclusions. Consultants shall provide a detailed fee arrangement specific to the "*Development of the Hospital Fee Program*" and a separate detailed fee arrangement specific to the "*Implementation of the Hospital Fee Program*". The County will consider a variety of fee types including time and materials fees, fixed price fees, contingency fees, or a hybrid of fee types. However, regardless of the fee type(s) proposed, Consultants may only submit one (1) fee arrangement proposal. Consultants who submit alternative fee arrangement proposals or multiple fee arrangement proposals shall be considered non-responsive to this RFP. All proposed fees must be net of any discounts. Consultants should review the complete RFP document including the County's standard terms and conditions.

F. Consultants' Proposals and Proposal Evaluation Criteria

The following criteria will be used to evaluate each proposal submitted under this Request for Proposal (RFP). Having been made aware of the evaluation criteria, qualified Consultants are requested to submit written proposals that adequately address the following factors, which shall be used in the evaluation of proposals. ***Failure to satisfy all of the components of the Scope of Services, and as described in this document, will result in rejection of the Consultant's proposal.***

I. Technical Criteria

- A. Does the Consultant's proposal demonstrate a clear understanding of the scope of work and the content and substance of the technical proposal?
- B. Is the Consultant's proposal complete and responsive to the specific RFP Requirements?
- C. Has the past performance of the Consultant's proposed methodology been documented?

II. Management Criteria

A. Project management:

1. Does the Consultant provide evidence of understanding the work to be performed and the timelines required to meet the County's needs?
2. Is there a management plan?

B. History and experience in performing the work:

1. Does the Consultant demonstrate a quality track record of service with similar engagements as evidenced by on time, on budget, and contract compliance performance?
2. Does the Consultant document relevant industry or program experience?

C. Availability of personnel, facilities, equipment and other resources; as applicable:

1. Does the contract adequately address the relevance and extent of qualifications, experience, reputation and training of personnel to be assigned to the project?
2. Do they use their own personnel or sub-contracted resources?
3. Do they employ women, the disadvantaged, and/or minorities?
4. Do they demonstrate cultural sensitivity in hiring and training staff?
5. Do they furnish evidence of employing only competent and experienced personnel?

III. Reasonableness of proposed fees.

Please attach a fee schedule for providing the services requested in Scope of Work. In addition, please include:

- a) Fee structure for all staff that will be assigned to the County for this transaction.
- b) Please detail your firm's billing procedures and rates as to overhead and out-of-pocket expenses.
- c) Please describe any other fee that would be relevant for this project.
- d) Respondent should provide an itemized proposed project cost, with detail on the hour/rates anticipated.

1.08 CONTRACT PERIOD

Contract Period is **ONE (1) YEAR**

| | | |
|-----------|-----|-------------------|
| Beginning | | DECEMBER 1, 2024 |
| | And | |
| Ending | | NOVEMBER 30, 2025 |

Applicants for these funds are cautioned that the funding for the contract period and/or option years is contingent upon Burlington County receiving funds from New Jersey and Federal Government for said periods.

All contracts are contingent on the availability and appropriation of funds.

2.0 Proposal Form

**REQUEST FOR PROPOSAL
CONSULTING SERVICES FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE COUNTY
OPTION HOSPITAL FEE PROGRAM PHASE III**

PRICE PROPOSAL SHEET

Consultant shall summarize their proposed fee arrangements using this Price Proposal Sheet. If Consultant requires additional space to state their fee arrangement, or if the proposed fee arrangement includes contingency/performance-based fees, then Consultant shall attach a separate sheet to this Price Proposal Sheet.

| Description (Identify on the lines below for each Project Phase, whether the fee is Time and Material; Fixed Price; and/or Contingency/Performance Based) | PROPOSED FEES |
|---|---------------|
| A. Continuity of Program | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| B. Implementation of Hospital Fee Program: | |
| | |
| | |
| C. Optional Fees (if so directed by County) | |
| | |
| | |
| | |
| Grand Total Amount for Development and Implementation of Hospital Fee Program | |

Consultant Name: _____

Name of Authorized Officer: _____

Title of Authorized Officer: _____

Signature of Authorized Officer: _____

Date Signed: _____

Respondent shall include with their proposal submission a detailed description of any and all costs associated with performing the requirements of this contract in the form of: a per hour fee, schedule of fees, or hourly rate schedule, reimbursable expenses, including but not limited to, mileage, tolls, reproduction of documents, etc.

Respondents are hereby strongly cautioned against changing, altering or modifying the format of the Official Proposal Document. All requested information shall be provided in the format established therein. Bidders who change, alter, modify the Official Proposal Document may have their proposal rejected as non-responsive.

END OF OFFICIAL PROPOSAL DOCUMENT

RFP SCORING SHEET
CONSULTING SERVICES FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE COUNTY
OPTION HOSPITAL FEE PROGRAM PHASE III

VENDOR NAME _____

The following criteria will be used to evaluate each proposal submitted under this Request for Proposal.

| Item# | Criteria | (Maximum Points) | Points Given |
|-------|----------|------------------|--------------|
|-------|----------|------------------|--------------|

| | | |
|-----------------------------|-------------|-------|
| 1. Applicant History | (20 points) | _____ |
|-----------------------------|-------------|-------|

Comment: _____

| | | |
|---|-------------|-------|
| 2. Applicant's Experience (references) | (20 points) | _____ |
|---|-------------|-------|

Comment: _____

| | | |
|-----------------------------------|-------------|-------|
| 3. Project Management Plan | (20 points) | _____ |
|-----------------------------------|-------------|-------|

Comment: _____

| | | |
|------------------------------|-------------|-------|
| 4. Technical Criteria | (20 points) | _____ |
|------------------------------|-------------|-------|

Comment: _____

| | | |
|--|-------------|-------|
| 5. Availability/Experience of Personnel | (20 points) | _____ |
|--|-------------|-------|

Comment: _____

| | | |
|----------------|---------------------|-------|
| 6. Cost | (additional points) | _____ |
|----------------|---------------------|-------|

(USED AS TIE BREAKER)
 Comments: _____

Total Points Scored _____

Date: _____

3.00 TERMS

3.01 DEFINITIONS

Agency: The word Agency as cited in this proposal is defined as any responsible vendor who provides services or products as required and who meets all the requirements stipulated in the proposal.

Contractor(s): The word Contractor(s) as used in this proposal means the most responsible Proposer(s) who is awarded a contract.

County: The word County as cited in this proposal is defined as the Board of County Commissioners of the County of Burlington.

County Office Building: The administrative offices are located at and legal notices are to be served at

County Office Building
49 Rancocas Road
P O Box 6000
Mount Holly, New Jersey 08060-6000

Owner: The word Owner as cited in this proposal is defined as the Board of County Commissioners of the County of Burlington.

Vendor: see 'Proposer' above.

Contract: A dual signed copy of this proposal package.

3.02 PROPOSAL INSTRUCTIONS

THREE (3) COMPLETE ORIGINAL SETS AND SIX (6) COPIES OF 1.07 SPECIFICATION SECTION of the proposal shall be enclosed in a sealed envelope addressed to the:

County of Burlington
Office of the County Solicitor
County Office Building
49 Rancocas Road; Room 225
P.O. Box 6000
Mount Holly, New Jersey 08060-6000

with FRONT of envelope plainly marked with name and address of proposer and complete proposal title and proposal number as shown on the cover of this package. The required number of original copies of the proposal forms properly signed are required.

Official proposal forms (section 2.00) are enclosed and **MUST BE USED** when submitting proposal.

Scanned copies of the proposal will not be accepted.

3.03 NO PROPOSAL

If not submitting a proposal in accordance with attached instructions and specifications, the form attached to the inside cover of this proposal shall be returned with appropriate information blocks filled. If the NO PROPOSAL form is not returned, your name may be removed from mailing lists for any future proposals.

3.04 LATE PROPOSALS

NO LATE PROPOSAL WILL BE ACCEPTED OR CONSIDERED. The County will not be responsible for late postal delivery service nor will postmark dates be considered in honoring proposals. The County will not be responsible for any proposal misdirected in delivery by person or delivery service.

3.05 PROPOSAL WITHDRAWAL

A written request for the withdrawal of a proposal, or any part thereof, may be granted if the request is received by the County prior to the specified time of proposal opening.

3.06 ADDENDA

Any interpretations of these bid specifications and any supplemental instructions will be in the form of a written addendum which will be forwarded to all prospective bidders on record by certified mail or certified facsimile transmission for bids not available on line. Addenda will be issued no later than seven (7) working days prior to the date fixed for the opening of bids.

Notices will be sent to all prospective bidders no later than seven (7) working days prior to the bid opening advising an addenda has been issued for bids posted online. It is the responsibility of the vendor to check the website for the addenda.

All addenda issued prior to the bid receipt date must also be signed and returned with the bid.

All addenda issued prior to the date of receipt of bids shall become part of the contract documents and included in the bid prices.

3.07 ORAL INSTRUCTIONS

No interpretation of the meaning of the Request for Proposal or other Contract Documents will be made to any proposer orally. Every request for such interpretation shall be in writing addressed to the Owner, Division of Purchase. Such request to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which will be mailed by Certified Mail or by Certified Facsimile Transmission to all prospective proposers currently on record, not later than seven (7) working days prior to the date fixed for the opening of proposals. Failure of any proposer to receive any such addendum or interpretation shall not relieve any proposer from any obligation under its proposal as submitted.

No other means of communications, whether oral or written, shall be construed as a formal or official response or statement.

All Addenda so issued shall become part of the Contract Documents.

3.08 PROPOSAL PRICES

The proposer must provide figures as requested on the Proposal Form, Section 2.00.

Proposal prices are to remain firm for a period of not less than sixty (60) days to allow the County to determine the lowest pricing and other proposal requirements that will, as determined by the County, fulfill the intentions of this proposal.

3.09 PRICES

Carelessness in quoting prices or in preparation of the proposal will not relieve the proposer from performance of the services required by these proposal documents.

No price escalation will be permitted after proposal has been submitted.

All erasures and/or changes must be initialed by the individual making modifications to the PROPOSAL for proposals.

3.10 PRICE CHANGES

Proposal prices submitted by the proposer shall not be adjusted during the contract term.

3.11 CHANGES

All services, equipment, personnel and material which is necessary in order to provide the service and/or supplies as described in these proposal documents and any addenda hereto shall be furnished by the successful proposer at the proposal price whether or not all details are specified herein.

Without invalidating the contract, the County may order changes including, but not limited to additions, deletions, modifications and the contract sum shall be adjusted accordingly, if such adjustment is determined to be reasonable and appropriate by the County. All such changes in the contract will only be authorized by written change order subject to approval of a resolution by the Board of County Commissioners.

The cost or credit to the County from a change in the contract shall be determined by mutual agreement before executing the change involved.

The County Treasurer/Comptroller may waive minor deviations in the Contractor's performance pursuant to these documents. A deviation shall only be considered minor on the determination of the County Treasurer/Comptroller.

3.12 PAYMENT

This contract is subject to P.L. 2006, c. 96 and P.L. 2018, c. 127.

Unless otherwise stated in this contract, the County of Burlington's payment terms shall function as follows:

- 1.) sixty (60) days from the payment date specified in the contract; or
- 2.) the later of:
 - a.) sixty (60) calendar days from receipt of properly executed invoice; or
 - b.) sixty (60) calendar days from the date the goods or services were received, as certified by a County officer or duly designated County employee.

The term "invoice" shall be understood to encompass bills, vouchers, warrants, or whatever term the County of Burlington uses to describe the document(s) a vendor submits to request payment.

The phrase "properly executed invoice" shall mean an invoice containing sufficient detail for the payment to be made.

Bills will be payable only upon receipt of an invoice and a properly executed purchase order. All invoices and purchase orders must be submitted to the billing address as shown on each purchase order. Invoices must match the purchase order and have full description of services or supplies.

The purchase order number must be on all invoices.

Forward the invoice and purchase order with signature to the County Department shown as "bill to" on the purchase order.

Disputes regarding whether a party has failed to make payments required pursuant to P.L. 2006, c. 96 shall be submitted to the process of alternative dispute resolution provided at Section 3.47 of these specifications.

Notice: P.L. 2006, c. 96, requires a prime contract to pay subcontractors and a subcontractor to pay sub-subcontractors within ten (10) calendar days of the receipt of payments from the County for work completed or services rendered unless otherwise agreed in writing.

3.13 TAX EXEMPT

The County of Burlington is exempt from all taxes including Federal Excise Tax, Transportation Taxes, and State Sales or Use Tax.

3.14 CONTRACT FORMS

All proposers shall complete and sign all contract forms (Section 4.00) including the Stockholder Disclosure Certification, Hold Harmless/Indemnification Agreement, Non-Collusion Certification, Equal Employment Opportunity Questionnaire, Qualification Questionnaire and Disclosure of Investment Activities in Iran Form.

All addenda issued prior to PROPOSAL receipt date must also be signed and returned with the proposal. Proposers are cautioned to fill in all information as requested on the PROPOSAL FORM (Section 2.00) as a basis for making awards. Price information must be clearly indicated on lines provided.

Use of the Check List in front of this package to assure that all documents are submitted is recommended.

By submitting a proposal the prospective proposer covenants and agrees that it fully understands all obligations and that no cancellation or relief from compliance with these proposal specifications because of any misunderstanding or lack of information will be allowed.

This proposal package becomes the contract upon the signing by the Owner (County of Burlington) along with the proposer's

signature.

3.15 NON-PERFORMANCE / FAILURE TO EXECUTE CONTRACT

The Board shall have the right in case of failure, neglect or refusal of the contractor to perform the contract to the County's satisfaction, to terminate the contract at the expiration of thirty (30) days written notice to the contractor, served at its last address known to the County.

Upon expiration of said notice the County may, at its option, proceed entering into a contract with other provider(s), for the balance of the term.

Where the County proceeds to enter into a contract for the performance of the balance of the term, the County shall be entitled to deduct the cost thereof, from payments due or grown due and the contract shall be liable for such deficiency. If the County shall declare the said contractor in default, in whole or in any particular, such declaration of default shall in no way relieve or affect the liability of the contractor, for breach of the covenants and conditions, of the contract.

3.16 DISCRIMINATION

The successful proposer shall be prohibited from discrimination in the hiring of persons who are qualified and available to perform work to which the contract relates by reason of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality in accordance with State of New Jersey Law.

3.17 EQUAL EMPLOYMENT OPPORTUNITY

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. See Section 4.04.

3.18 AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the COUNTY, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind of nature arising out of or claim to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure.

If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the COUNTY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

Furthermore, the CONTRACTOR expressly understands and agrees that the 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 this Agreement or otherwise at law.

3.19 ADDITIONAL CLAIMS

Successful proposer shall make no claim and the County shall not be liable for additional payment or any other concession because of the proposer's misinterpretation or misunderstanding of the contract, or of any failure to fully acquaint itself with any conditions relating thereto.

3.20 ASSIGNMENTS

The proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or its rights, title or interest therein or any part thereof.

If the proposer assigns, transfers, conveys, sublets, or otherwise disposes of the contract in whole or in part, or of its right, title or interest therein, or any of the monies to become due under the contract to any person, firm, or corporation, the contract may, at the option of the County, be canceled and/or annulled and the County thereupon relieved and discharged from any and all liability and obligations growing out of the same to the proposer and to its assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the proposer for the benefit of creditors made pursuant to the statutes of the State of New Jersey; and no right under this contract or to any monies to become due hereunder shall be asserted against the County in law or in equity by reason of any so-called assignment of this contract, or any part thereof, or any monies to grow due hereunder.

3.21 SUBCONTRACTING

Proposer shall not subcontract any portion of this contract unless 1) subcontracting is specifically provided for in these specifications and then only to the extent it is so provided or 2) County provides written consent for subcontracting a specific portion of this contract. Such written consent shall be given at the sole discretion of the County and may be withheld for any reason.

3.22 STATEMENT OF OWNERSHIP DISCLOSURE

No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholder holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the U.S. Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the U.S. Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2 et seq. which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S. corporations.

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

3.23 CONTRACT INTERPRETATION

The County's interpretation of the meaning and intent of these proposal documents and the contract shall be final and conclusive.

In case of any discrepancy between any of these items, the one with more specific language takes precedence over any with general language, and the one that is more stringent takes precedence over the one that is less stringent.

3.24 CONTRACT AWARD

The County reserves the right to award the contract to proposer(s) based on the selected methodology for the proposal.

The award of the contract or the rejection of proposals shall be made within sixty (60) days of the date of receipt of proposals.

The County reserves the right to deviate from the details of the proposal if the evaluated proposal of any proposer indicates the best interest of the County will be served by such action. The successful proposer to whom the award is to be made will be notified at the earliest possible date.

A contract will be executed upon satisfaction of all requirements of the proposal documents by the successful proposer.

NOTE: THE COUNTY OF BURLINGTON SHALL NOT BE RESPONSIBLE FOR ANY EXPENDITURE OF MONIES OR OTHER EXPENSES INCURRED BY THE PROPOSER UNLESS THE PROPOSER HAS RECEIVED A SIGNED CONTRACT AND A PURCHASE ORDER.

3.25 HOLD HARMLESS/INDEMNIFICATION

The Proposer agrees that upon execution of the CONTRACT for the services outlined in these specifications the Proposer shall defend, indemnify and hold harmless the County of Burlington and its agents, officers and employees from and against all claims, demands, actions, lawsuits, damages, judgments or liabilities (including attorney fees and costs of legal and administrative proceedings) including, but not limited to property damage or loss and/or personal injury including loss of life of any person, agency, corporation or governmental entity arising out of the purchase, installation and/or services related to CONSULTING SERVICES FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE COUNTY OPTION HOSPITAL FEE PROGRAM to be provided by the Proposer to the County of Burlington resulting from any act or omission by the Proposer, its officers, employees, agents, servants or subcontractors in the performance of any responsibility or service relating to the Contract. The PROPOSER further agrees that this indemnification by the PROPOSER shall continue after completion of the CONTRACT for all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorney's fees resulting from acts or omissions the PROPOSER, its officers, employees, agents, servants or subcontractors which occur prior to the completion of the CONTRACT. Notwithstanding any other provision of this paragraph, the Proposer is not responsible for indemnification of the County, its agents, officers, employees from claims, actions, lawsuits, damages, judgments, or liabilities arising out of the negligence or deliberate or willful actions on the part of County agents, officers and employees.

The County of Burlington shall not be responsible for representing or defending the Proposer, its officers, employees, agents, servants or subcontractors who may be named as defendants in any lawsuit, or in connection with any civil claim including, but not limited to tort, contractual or civil rights claims.

3.26 COUNTY/VENDOR RELATIONSHIP

The entering into of a Contract/Agreement between Vendor and the Board does not create an employer-employee relationship. Vendor shall at all times be treated as an independent contractor. Neither Vendor nor its employees, agents, subcontractors, subcontractor-employees, assignees, invitees or designees shall be considered employees of the Board, and shall not have any legal rights of a County employee.

3.27 ROYALTIES AND PATENTS

The successful proposer shall pay all royalties and license fees. The vendor shall defend all suits or claims for infringements of any patent rights and shall save the County harmless from loss on account thereof.

3.28 DELIVERY COSTS & F.O.B.

Delivery shall be made as directed by the County of Burlington for this PROPOSAL.

All delivery costs shall be included in the proposal price. Delivery is inclusive of all costs associated with off-loading of any product.

F.O.B. The County of Burlington. Freight Paid.

3.29 CHANGE ORDERS

The quantities of equipment, services and supplies as required by these specifications are based on current needs and estimated projections. If requirements change and funds become available, the County reserves the right to issue change orders increasing or decreasing the estimated quantities as stated. This right will not expire during the life of this contract.

3.30 SIGNATURE ON PROPOSALS (Sections: 5.00, 5.01, 5.02, 5.03)

Proposals must be signed in ink by the proposer; all quotations shall be made with typewriter, computer printer or pen. **Scanned copies of the proposal will not be accepted.**

Any quotations showing any alteration must be initialed by the proposer in ink. Unit prices and total proposals are to be inserted in the spaces provided.

N O T E: FAILURE TO SIGN THE PROPOSAL FORM AND GIVE ALL INFORMATION IN THE PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL, IN WHOLE OR IN PART. (Proposal Form is section 2.00).

3.31 GOVERNING LAW, STATE AND FUNDING

This contract shall be governed by and construed in accordance with the laws of the State of New Jersey, including the Local Public Contracts Law of the State of New Jersey (N.J.S.A. 40A:11 et seq. and New Jersey Local Public Contracts Law Rules N.J.A.C. 5:34-1 et seq.) and the Uniform Commercial Code (UCC). All contracts are subject to the availability and appropriation of funds annually.

Whereas there exists in some industries such conditions as paying of poverty wages, violating workplace regulations and suppressing worker rights; the County of Burlington shall not purchase, lease, rent or take consignment goods and/or services produced under the above conditions.

Each proposer, by submitting a proposal, certifies they will comply with all Federal, State and County laws concerning the above.

3.32 REJECTION OF PROPOSAL

The County reserves the right to accept or reject any and all proposals and to waive any immaterial defects or informality in any proposal or in the proposing should it be in the best interest of the County to do so. The determination of a material defect shall be a matter of sole discretion of the County.

3.33 RECEIPT OF PROPOSAL ATTENDANCE

At the time fixed for the receipt of proposals, the proposals will be recorded as received.

3.34 COMMUNICATIONS AFTER THE RECEIPT OF PROPOSAL

It is highly improper for a proposer, after proposal opening, to contact any representative of the County of Burlington to discuss the proposals. The PROPOSAL package contains all documents and instructions. These may be supplemented by any comments you wish to make. Such additional material and comments must be submitted with the proposal. Should there be any questions concerning the proposal submitted, you will be contacted by a representative of the County of Burlington and any discussion or contact will be limited to the questions of the representative.

3.35 RESPONSES

Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the PROPOSAL is not desired. Unless specifically requested in the PROPOSAL, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

3.36 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

N.J.S.A. 52:32-44 et seq. imposes certain requirements upon a business competing for or entering into a contract with Burlington County, a public contracting agency.

A Business Registration Certificate issued by the Division of Revenue in the New Jersey Department of the Treasury to a bidder for the contract must be submitted either with the proposal or prior to the final award of contract to the successful bidder.

The submittal of a Business Registration Certificate is not required from a government agency or an organization organized as a nonprofit entity under 26 U.S.C. Section 501(c).

In addition to the Business Registration Certificate of the bidder, a Business Registration Certificate must be submitted with the proposal or prior to the final award of contract for each of the subcontractors named in the bid as required by N.J.S.A. 40A:11-16 et seq.

The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract. The County shall not be responsible for a contractor's failure to comply with this paragraph.

For the term of this contract, the contractor and subcontractors, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State. For the purposes of this paragraph, "affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. For purposes of this paragraph, an entity controls another entity if it owns, directly or individually, more than 50% of the ownership interest in that entity.

Applications for Business Registration Certificates can be submitted to the Division of Taxation, New Jersey Department of the Treasury at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

3.37 CONTRACT EXTENSION

Contract term for this Request for Bid or Proposal may be extended by a

one two-year,

or

two one-year,

extensions, subject to the following limitations:

- e. The contract shall be awarded by resolution of the governing body upon a finding by the governing body that the service(s) are being performed in an effective and efficient manner;
- f. No such contract shall be extended so that it runs for more than a total of five (5) consecutive years;
- g. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the **index rate** for the twelve (12) months preceding the most recent quarterly calculation available at the time the contract is renewed; and

Definition (38) "**Index rate**" means the rate of annual percentage increase, rounded to the nearest half-percent, in the **Implicit Price Deflator for State and Local Government Purchases of Goods and Services**, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

New Jersey Local Procurement Laws describes "Index Rate" and posts most current rate with date.

The "index rate" is used by New Jersey governments to calculate the rate of increase of government goods and services. The index used is the "State and Local Government Implicit Price Deflator," that is computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis. It is found in the Bureau's quarterly publication, "[Survey of Current Business](#)," [Table 7.1, Quantity and Price Indexes for Gross Domestic Product, State and local section](#).

If the local contracting unit desires to extend a contract under the provisions of [N.J.S.A. 40A:11-15 et seq.](#) or [18A:18A-42](#), the index rate is used to determine the appropriate increase in the contract price. Any price change in the contract as part of an extension is based upon the price of the original contract and shall not exceed the changes in the index rate for the 12 months proceeding the most recent quarterly calculation available at the time the contract is renewed.

All contracts shall cease to have effect at the end of the contracted period and shall not be extended by any mechanism or provision, unless in conformance with the "Local Public Contracts Law," P.L.1971,c.198([N.J.S.A. 40A:11-1 et seq.](#)), except that a contract may be extended by mutual agreement of the parties to the contract when a contracting unit has commenced re-bidding prior to the time the contract expires or when the awarding of a contract is pending at the time the contract expires. (cf:P.L.1999,c23,s64)

3.38 W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

The W-9, Request for Taxpayer Identification Number and Certification, is requested by the County of Burlington, Division of Purchase.

3.39 RETENTION OF RECORDS

Pursuant to N.J.A.C. 17:44-2.2(b) – The Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

3.40 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

- A. In accordance with P.L. 2012, c.25 ([N.J.S.A. 52:32-55 et seq.](#)), any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract is required to certify, at the time the bid is submitted or the contract is renewed, that the person or entity is not identified on the list of persons or entities determined by the N.J. Department of the Treasury to be engaged in investment activities in Iran as described in subsection f. of section 2 of the act. The certification required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity.
- B. If the local contracting unit determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L. 2012, C.25 ([N.J.S.A. 52:32-58 et seq.](#)), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L. 2012, c.25 ([N.J.S.A. 52:32-59 et seq.](#)). The local contracting unit may also report to the municipal attorney or county counsel, as appropriate, the name of that person, together with its information as to the false certification, and the municipal attorney or county counsel, as appropriate, may determine to bring such civil action against the person to collect such penalty.

3.41 TERMINATION OF CONTRACT

Termination for Cause: The County of Burlington may terminate the contract at any time if the Proposer defaults in the contract or otherwise fails to carry out its contractual responsibilities or fails to make substantial progress toward completion of its responsibilities pursuant to the terms specified in the contract. The County of Burlington shall provide the Contractor with at least thirty (30) days written notice of conditions considered to be a failure to perform contractual responsibilities. If after such notice the Contractor fails to remedy to the satisfaction of the County the condition contained in the notice, within 30 days, the County shall have the right to issue an order to stop work immediately, in which case the contract shall be terminated as of the date of the stop-work order.

The Contractor may terminate the contract if the County fails to carry out its responsibilities under this contract. However, before Consulting Services for County Option Hospital Fee Program Phase III

such termination may occur, the contractor will provide the County with at least sixty (60) days written notice of those conditions considered to be a failure to perform contractual responsibilities. At that point, the parties agree to meet and discuss the notice sent by the contractor in an attempt to resolve issues raised by same. If such discussions do not result in resolution, the contractor, at the end of such 60 day period, may provide a 30-day notice of termination of the agreement, and the parties shall be left to their respective remedies.

Termination Without Cause. In the event the County of Burlington decides to terminate this Agreement without cause it shall give the Proposer thirty (30) days prior written notice thereof.

4.00 CONTRACT FORMS

4.01 STATEMENT OF OWNERSHIP DISCLOSURE (To be included with Bid Submission)

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 et seq. (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock, of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, or of all members in the limited liability company who own a ten percent (10%) or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns ten percent (10%) or more of its stock, of any class, or no individual partner in the partnership owns a ten percent (10%) or greater interest therein, or no member in the limited liability company owns a ten percent (10%) or greater interest therein, as the case may be.

(SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|--|
| | |
| | |
| | |
| | |

Part III DISCLOSURE OF TEN PERCENT (10%) OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a Bidder/Proposer has a direct or indirect parent entity which is publicly traded, and any person holds a ten percent (10%) or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a ten percent (10%) or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|----------|
| | |
| | |
| | |

Please list the names and addresses of each stockholder, partner or member owning a ten percent (10%) or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent (10%) ownership criteria established pursuant to N.J.S.A. 52:25-24.2 et seq. has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|--|
| | |
| | |
| | |

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the Bidder/Proposer; that the **County of Burlington** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **County of Burlington** to notify the **County of Burlington** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **County of Burlington** to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|--------------------|--|--|--|
| Full Name (Print): | | | |
| Signature: | | | |

4.02 HOLD HARMLESS/INDEMNIFICATION AGREEMENT

The Proposer agrees that upon execution of the CONTRACT for the services outlined in these specifications the Proposer shall defend, indemnify and hold harmless the County of Burlington and its agents, officers and employees from and against all claims, demands, actions, lawsuits, damages, judgments or liabilities (including attorney fees and costs of legal and administrative proceedings) including, but not limited to property damage or loss and/or personal injury including loss of life of any person, agency, corporation or governmental entity arising out of the purchase, installation and/or services related to CONSULTING SERVICES FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE COUNTY OPTION HOSPITAL FEE PROGRAM to be provided by the Proposer to the County of Burlington resulting from any act or omission by the Proposer, its officers, employees, agents, servants or subcontractors in the performance of any responsibility or service relating to the Contract. The PROPOSER further agrees that this indemnification by the PROPOSER shall continue after completion of the CONTRACT for all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorney’s fees resulting from acts or omissions the PROPOSER, its officers, employees, agents, servants or subcontractors which occur prior to the completion of the CONTRACT. Notwithstanding any other provision of this paragraph, the Proposer is not responsible for indemnification of the County, its agents, officers, employees from claims, actions, lawsuits, damages, judgments, or liabilities arising out of the negligence or deliberate or willful actions on the part of County agents, officers and employees.

The County of Burlington shall not be responsible for representing or defending the Proposer, its officers, employees, agents, servants or subcontractors who may be named as defendants in any lawsuit, or in connection with any civil claim including, but not limited to tort, contractual or civil rights claims.

| | |
|------------------|--------------------------------|
| | _____ |
| | (Firm name) |
| | _____ |
| | (Signature) |
| _____, 20____ | _____ |
| (Date signed) | (Type or print name and title) |
| | _____ |
| | (Address) |
| [Corporate seal] | _____ |
| | (City, State) (Zip Code) |

ATTEST: _____

(Signature)

(Type or print name/title)

4.03 NON-COLLUSION CERTIFICATION

The undersigned proposer hereby specifically certifies that, to the best of its knowledge and belief, the annexed proposal for the above named project has not been prepared in collusion with any other proposer or like item or service and that the prices, discounts, terms, and conditions thereof have not been directly or indirectly communicated by or on behalf of said proposer to any such person other than the recipient of such proposal and will not be communicated to any such person prior to the official opening of said proposal.

Proposer fully understands that no premiums, rebates or gratuities are permitted either with, prior to, or after signing of contract. Any such violation will result in cancellation and the removal from proposal list.

Undersigned proposer further certifies that it has the necessary authority to sign this stipulation stating it has not entered into any agreement or otherwise taken any action in restraint of free competitive proposing in connection with above-named project.

This certification may be treated for all purposes as a sworn statement made under the oath as equivalent affirmation, and that, any statements made herein are untrue the proposer may be subject to the provisions of N.J.S.A. 2C:28 -1 et seq. through N.J.S.A. 2C:28 - 3 et seq. inclusive, and relevant sequential sections, and if applicable, 18 U.S.C. 1001, et seq.

(Firm name)

(Signature)

(Type or print name and title)

(Address)

(City, State) (Zip Code)

Dated: _____, 20__

4.04 EQUAL EMPLOYMENT OPPORTUNITY

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 limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

4.05 EQUAL EMPLOYMENT OPPORTUNITY QUESTIONNAIRE

Complete questionnaire in the event that you or you firm is awarded this contract. The necessary forms (AA302) will be sent by the County prior to award. This form should be submitted with your proposal.

1. Our company has a Federal or State of New Jersey Affirmative Action Plan approval.

YES

NO

A. If yes, attach a photocopy of said approval to this page. Acceptable approvals are a current letter (not more than one (1) year from date) from the United States Department of Labor or a State of New Jersey Certificate of Employee Information Report.

B. If no, and you become successful proposer, an Employee Information Report (Form AA302) will be provided and must be submitted within seven (7) days after receipt of the notification of intent to award the contract.

You must enter the Contract number shown on the cover of this PROPOSAL on all forms submitted.

I certify that the above information is correct to the best of my knowledge.

SIGNATURE _____

NAME _____ TITLE _____

BUSINESS NAME _____

DATE _____, 20__

=====
NOTE: ATTACH COPY OF FORM HERE
=====

4.06 QUALIFICATION QUESTIONNAIRES

4.06A QUALIFICATION QUESTIONNAIRE

Experience:

Length of Time in Business _____ years

Number of Employees _____

State License Number, if applicable _____

I am am not on the New Jersey Debarred vendor list.

Minority Small Business Women Owned

Who will supervise the job?

(Name) (Title)

Telephone Number: (____) _____

E-mail Address: _____

Who is the responsible contractor administrator?

(Name) (Title)

Telephone Number: (____) _____

E-mail Address: _____

CONTRACTS: (similar type work completed or currently under contract)

1. ---

Name of Contract _____

Description of Contract _____

Term of Contract _____

Amount of Contract (Include all changes) \$ _____

Name of Owner _____
(To whom service was/is provided)

Address of Owner _____

Phone Number (____) _____ Contact Person: _____

2. ---

Name of Contract _____

Description of Contract _____

Term of Contract _____

Amount of Contract (Include all changes) \$ _____

Name of Owner _____
(To whom service was/is provided)

Address of Owner _____

Phone Number (____) _____ Contact Person: _____

3. ---

Name of Contract _____

Description of Contract _____

Term of Contract _____

Amount of Contract (Include all changes) \$ _____

Name of Owner _____
(To whom service was/is provided)

Address of Owner _____

Phone Number (____) _____ Contact Person: _____

I state that the information contained herein is true and correct.

Prepared by: _____

Signature: _____

Title: _____

Business name: _____

Business address: _____

(City) (State) (Zip Code)

Telephone: (____) _____

800 Telephone: (____) _____

Fax Telephone: (____) _____

Federal ID No. _____

_____, 20____
(Witness) (Date)

NOTE: The County reserves the right to reject any Proposer on the basis of the information supplied in the qualification questionnaire.

4.06B QUALIFICATION QUESTIONNAIRE (VENDOR INFORMATION SHEET)

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, and to expedite future payments, the following information must be provided with this proposal:

Name of Business: _____

Correspondence Address, including zip code:

Purchase Order Address, including zip code:

Payment Address, including zip code:

Telephone Number: _____

Facsimile Number: _____

4.07 DISCLOSURE OF INVESTMENT ACTIVITY IN IRAN FORM



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR/BIDDER NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

[] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/Bidder _____
Description of Activities _____
Duration of Engagement _____
Anticipated Cessation Date _____

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature _____

Date _____

Print Name and Title _____

4.08 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

=====
ATTACH CERTIFICATE HERE
=====

4.09 STATEMENT FROM INSURANCE BROKER

=====
INSERT STATEMENT HERE
=====

4.10 W-9 TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION

=====
ATTACH CERTIFICATE HERE
=====

4.11 DEVIATIONS FROM TECHNICAL SPECIFICATIONS

Per Section 1.07.II.C, the Hospital Fee Program is a new program for the County of Burlington. As such, the County recognizes that the scope of services identified above may not be fully inclusive or address all of the services required to successfully develop/implement the Hospital Fee Program. Similarly, perhaps experienced Consultants may consider some of the scope of services listed above as overbroad or may identify services that can be consolidated. Interested Consultants shall use this section to identify any such circumstances and request additions to, or exclusions from, the County's scope of services.

The County may consider:

- 1) Additions to the County's Scope of Services based on the Consultant's understanding of the statutory and regulatory requirements of the Hospital Fee Program.
- 2) Additions to the County's Scope of Services based on the Consultant's prior experience with similar programs or services.
- 3) Exclusions from the County's Scope of Services based on the Consultant's understanding of the statutory and regulatory requirements of the Hospital Fee Program.
- 4) Exclusions from the County's Scope of Services based on the Consultant's prior experience with similar programs or services.

Please attach additional pages to this section, as needed.

COUNTY OF BURLINGTON, NEW JERSEY

5.00 CONTRACT FORMS

Applicable form must be signed and returned with proposal.

5.01 CERTIFICATION OF CONTRACT - CORPORATION

This contract consists of all specifications, terms and conditions, forms and all other documents contained in the PROPOSAL for proposals, as well as any specifications, terms and conditions, forms and all other documents contained in any addenda issued prior to the opening of proposals. All documents submitted with a proposal are incorporated into the contract and become terms of the contract.

The signature of the corporation attests that 1) the proposer is aware of all specifications, terms and conditions, forms and all other documents contained in the PROPOSAL for proposals including addenda and 2) that this proposal is an offer of contract.

The acceptance of the offer of contract by the Board of County Commissioners of the County of Burlington is evidenced by the signature of the agent of the Board of County Commissioners and the date of the agent's signature is the effective date of the contract.

_____, 20____
(Date signed)

(CORPORATE Name)

(Signature)

(Type or print name and title)

[Corporate seal]

(Address)

ATTEST: _____
(Signature)

(City/State) (Zip Code)

(Type or print name/title)

=====
(Do Not Write Below This Line. For County Use Only.)

The above offer is hereby accepted
this ____ day of _____, 20____

ATTEST:

(County seal)

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF BURLINGTON

By: _____
Eve A. Cullinan,
County Administrator

COUNTY OF BURLINGTON, NEW JERSEY

5.02 CERTIFICATION OF CONTRACT - PARTNERSHIP

This contract consists of all specifications, terms and conditions, forms and all other documents contained in the PROPOSAL for proposals, as well as any specifications, terms and conditions, forms and all other documents contained in any addenda issued prior to the opening of proposals. All documents submitted with a proposal are incorporated into the contract and become terms of the contract.

The signature of the partnership attests that 1) the proposer is aware of all specifications, terms and conditions, forms and all other documents contained in the PROPOSAL for proposals including addenda and 2) that this proposal is an offer of contract.

The acceptance of the offer of contract by the Board of County Commissioners of the County of Burlington is evidenced by the signature of the agent of the Board of County Commissioners and the date of the agent's signature is the effective date of the contract.

| | |
|--|---|
| _____, 20__ (Date signed) | _____ (Name of PARTNERSHIP) |
| Signed and Sealed in the presence of: | _____ (Signature) |
| _____ (Name) | _____ (Type or print name and title) |
| | _____ (Address) |
| | _____ (City/State) (Zip Code) |

=====
(Do Not Write Below This Line. For County Use Only.)

The above offer is hereby accepted
this ____ day of _____, 20__

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF BURLINGTON

(County seal)

By: _____
Eve A. Cullinan,
County Administrator

COUNTY OF BURLINGTON, NEW JERSEY

5.03 CERTIFICATION OF CONTRACT - INDIVIDUAL

This contract consists of all specifications, terms and conditions, forms and all other documents contained in the PROPOSAL for proposals, as well as any specifications, terms and conditions, forms and all other documents contained in any addenda issued prior to the opening of proposals. All documents submitted with a proposal are incorporated into the contract and become terms of the contract.

The signature of the individual attests that 1) the proposer is aware of all specifications, terms and conditions, forms and all other documents contained in the PROPOSAL for proposals including addenda and 2) that this proposal is an offer of contract.

The acceptance of the offer of contract by the Board of County Commissioners of the County of Burlington is evidenced by the signature of the agent of the Board of County Commissioners and the date of the agent's signature is the effective date of the contract.

(Print name of INDIVIDUAL)

(Signature)

_____, 20__
(Date signed)

(Address)

(City/State) (Zip Code)

WITNESS: _____
(Name)

=====
(Do Not Write Below This Line. For County Use Only.)

ATTEST:

(County seal)

The above offer is hereby accepted
this ____ day of _____, 20__

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF BURLINGTON

By: _____
Eve A. Cullinan,
County Administrator