

COUNTY OF SALEM



SALEM, NEW JERSEY

**REQUEST FOR QUALIFICATION FROM INDIVIDUALS OR FIRMS TO
CONDUCT A FEASIBILITY STUDY TO CONSTRUCT A JUVENILE
DETENTION CENTER WITHIN THE COUNTY OF SALEM**

BID OPENING: FRIDAY, APRIL 30, 2010

PREVAILING TIME: 11:00 AM

**SALEM COUNTY PURCHASING DEPARTMENT
SALEM COUNTY ADMINISTRATION BUILDING
94 MARKET STREET
SALEM, NEW JERSEY 08079**

**Carol S. Wooten
Purchasing Agent**

BID INVITATION AND NOTICE TO BIDDERS

COUNTY OF SALEM, NEW JERSEY

Proposal of Qualifications will be received by the Salem County Purchasing Department for **Providing Consulting Services to Conduct a Feasibility Study to Construct a Juvenile Detention Center** within the County of Salem until Friday, April 30, 2010 at 11:00 AM prevailing time.

The proposals will be tabulated in the Salem County Purchasing Department, Salem County Administration Building, 94 Market Street, Salem, New Jersey, on the appropriate date and time as shown in this notice.

The County will not be responsible for the late delivery of qualifications, regardless of the method of delivery. Proposals of Qualifications received after the designated date and time will not be considered.

Information on this Request For Qualifications is on file in the Salem County Purchasing Department, Salem county Administration Building, 94 Market Street, Salem, new jersey, and may be inspected during regular business hours. Bidders will be furnished with copies of the same upon request. Request for Qualifications is also available under "Bid Opportunities" on the County Website: www.salemcountynj.gov

Proposals along with two (2) copies must be submitted and provided in the manner designated. Return all pages of this Request for Qualifications. They will be part of the contract documents between the County of Salem and the successful vendor (contractor).

Proposals along with two (2) copies are to be delivered to:

Salem County Purchasing Department
Salem County Administration Building
94 Market Street
Salem, New Jersey 08079

Indicate on the envelope for mailed bids, the subject of the proposal as **"Conduct a Feasibility Study to Construct a Juvenile Detention Center within the County of Salem"**.

The Salem County Purchasing Agent reserves the right to reject any and all proposals when it is deemed in the best interest of the County.

Any questions regarding this Request For Qualifications prior to the opening may be addressed to the Salem County Purchasing Department, Salem County Administration Building, 94 Market Street, Salem, New Jersey 08079: telephone (856) 935-7510 x 8499.

By order of the Board of Chosen Freeholders of the County of Salem, Lee R. Ware, Director

Carol S. Wooten
Purchasing

Agent

COUNTY OF SALEM



SALEM, NEW JERSEY

REQUEST FOR QUALIFICATIONS FOR INDIVIDUALS OR FIRMS TO CONDUCT

Feasibility Study

Position and Term:

The County of Salem requests qualifications from individuals or firms interested in providing services to conduct a feasibility study to construct a juvenile detention center within the County of Salem. The term of the study would be less than six months; however, the County of Salem requires the study to be expeditiously performed. The study will begin upon approval by the Board of Chosen Freeholders.

Minimum Requirements:

Must have at least one (1) available researcher with extensive demographic, juvenile delinquency facts, juvenile statistical data as it relates to the juvenile justice system within the Southern New Jersey Counties, and juvenile historical knowledge of the County of Salem and must be in good standing with the County, governmental organizations, and grant agencies.

Minimum three (3) years of research in feasibility studies experience for individuals or firms. Outstanding qualifications and/or educational background may offset a portion of the three (3) year requirement.

Description of Services:

Recipient will serve as an independent individual or firm working as a consultant for the County of Salem for the purpose of conducting a feasibility study of juvenile delinquency, the juvenile detention system and peripheral data designated by the County of Salem. Recipient attends meetings with County officials or Board of Chosen Freeholders as requested. Recipient interfaces closely, typically on a regular basis with the County Administrator/Clerk of the Board or their directly designated representative.

Recipient is responsible for the preparation of the County's "Juvenile Detention Center Feasibility Study" in response to the needs within the County of Salem. Recipient will

possess the ability to identify opportunities for the County in conjunction with the development of a juvenile detention center within the County of Salem as those opportunities relate to neighboring Counties, as well as, on-going contact with County officials as to the progress of the study. The recipient will provide monthly reports or up-dates as to the progress of the feasibility study the County Administrator/Clerk of the Board or their directly designated representative. Recipient acts as a consultant to the County's Officials in relation to preparation and issues relating to this particular project. Recipient will receive additional areas of interest to include within the feasibility study from the County Administrator/Clerk of the Board or their directly designated representative upon final determination of the best candidate through qualification analysis.

Upon receiving the award to perform consulting duties as they relate to conducting the feasibility study of juvenile detention center, the Recipient will provide a description of the scope of work for the feasibility study. Recipient will provide a detailed strategy toward acquiring information for the feasibility studies as well as a communication strategy for reports and updates. Recipient will provide a timeline of activities as it relates to performance and conducting a feasibility study. Recipient will establish regular report cycles, summary of activities, listing of pertinent information, and achievements to date as well as work plan of project completion activities. Recipient will identify current infrastructure, programmatic and related needs of the County of Salem and bordering Counties. Recipient shall – as authorized – undertake the necessary analysis and related activities to accomplish the “Juvenile Detention Center Feasibility Study” as it relates to the following explanatory information:

A youth detention center, also known as juvenile hall, is a secure residential facility for young people, often termed juvenile delinquents, awaiting court hearings and/or placement in long-term care facilities and programs. Juveniles are held in detention centers to ensure appearance in court and to protect public safety if less restrictive alternatives are not available or appropriate.

Juvenile detention is not intended to be punitive. Rather, juveniles held in secure custody usually receive care consistent with the doctrine of *parens patriae*, i.e., the state as parent. The state or local jurisdiction is usually responsible for providing education, recreation, health, assessment, counseling and other intervention services with the intent of maintaining a youth's well-being during his or her stay in custody. More intensive treatment and remedial activities are usually made available in dispositional facilities for sentenced youth, e.g., training schools, rehabilitation centers, correctional facilities.

Generally speaking, secure detention is reserved for juveniles considered to be a threat to public safety or the court process, though in many cases youth are held for violating a court order. Status offenders, i.e., juveniles charged with running away from home, alcohol possession, and other offenses that are not crimes if committed by adults, may only be held for short periods (six hours or less according to federal regulations) while initial case investigation is completed and other alternatives are arranged

Compensation:

Compensation shall be based on a professional services contract to be negotiated by the County with the applicant deemed to be advantageous.

The individual or firm shall be entitled to bill in accordance with its customary rates schedule for municipal and county clients provided the same is reviewed and approved by the County or agreed upon sums for feasibility study services for special projects. Compensation may be on an amount not to exceed an agreed upon sum.

Fair and Open Process:

This Request for Qualifications is being solicited through a fair and open process in accordance with N.J.S.A. 14:44A-20.4. Applicants who meet with the Minimum Requirements for the position as set forth below, and are willing to provide the described services for the disclosed compensation, shall be evaluated on the basis of experience and qualifications as set forth in the criteria described below.

In order to be considered applicants **must submit** their reply to the Office of the County Purchasing Agent at 94 Market Street, Salem, New Jersey 08079 (phone #856-935-7510 x 8401) **on or before 11:00 a.m. on Friday, April 30, 2010.** At that time and place all qualifications received shall be publicly opened and announced by the County Purchasing Agent or her designee.

Qualifications will thereafter be received by the Salem County Board of Chosen Freeholders who shall award the contract for the services. The award of the Contract will be based on the following criteria: (i) responsiveness to the Qualification Evaluation and other required submissions; (ii) general experience and reputation in the field; (iii) specific experience/knowledge of the County of Salem and the subject matter to be addressed under the Contract; (iv) qualifications and experience which most closely match the needs of the County; (v) availability to accommodate meeting and interface requirements with the County Officials for meetings, phone conferences, attendance at events and office consultations; (vi) office resources, including backup staff, which are deemed most adequate to service the needs of the County; and (vii) the applicant who is deemed otherwise most advantageous based on all information submitted or gathered in connection with the qualifications.

The County reserves the right to: (i) not select any of the applicants; (ii) require applicants to submit to a personal interview and/or submit additional or clarifying information; (iii) to reject any or all qualifications; (iv) to waive any informalities in the qualifications; and (v) procure the articles or services from other sources if deemed most advantageous to the objectives of the county.

The County's determination of the applicant who is most advantageous to the goals and objectives of the County shall be final and conclusive.

The award of the contract shall be determined by majority vote on a resolution to be read by title at an open public meeting. No applicant shall influence, or attempt to influence or cause to be influenced, any County Official, Officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment. No applicant shall cause or influence, or attempt to cause or influence, any county Official, Officer or employee to secure unwarranted privileges or advantages.

Qualification Evaluation:

Qualifications include credentials and qualifications of researcher(s) and individual/firm performing the feasibility study such as:

1. Introduction and background of firm or individual performing the feasibility study with major relevant qualifying factors being designated.
2. Minimum requirements. Please attach resume and/or other documentation demonstrating compliance with the "Minimum Requirements" detailed above and resumes of key personnel with educational background and work experience as it relates to feasibility studies conducted
3. Chart of customary hourly rate for individual or individuals participating in the feasibility study for municipal and county clients
4. Indicate the number of municipal/county researchers on your staff and respective responsibilities within the firm; if an individual, respond appropriately.
5. Describe the size of your firm and firm capabilities with regard to municipal/county clients; if an individual, respond appropriately.
6. Summary of other county studies performed by individual or firm as related to youth social services, juvenile demographics, juvenile criminal activity, juvenile delinquent indicators, juvenile detention centers or other related juvenile programs studied.
7. Summary of feasibility studies where recommendations of the study were initiated by the hiring agency.
8. Copy of certificate of insurance of individual or firm performing the study; copy of business license of individual or firm performing the study
9. Statement of individual or firms affirmative action policy, equal opportunity policy, Americans Disability Act and other policies as they relate to working for a governmental agency – See: Exhibit "A" attached for additional requirements

10. Describe your firm's participation in other feasibility study venues and list referencing resources of organization or individual conducting the feasibility study
11. Describe your firm's ability with regard to not only research expertise but also expertise in the area of writing feasibility studies, study summarization, and study appropriateness, demographic analysis of the County, Southern New Jersey Region, and State.
12. Describe the firm's involvement and affiliation with professional associations directly involved in support research and writing of feasibility study.
13. Describe the study writer and/or firm's policy with respect to continuing professional education as it relates to improving writing skill sets.
14. Please list all public entities/agencies for which you presently serve as study writer complete with term of appointment and contact person and related phone number.
15. Disclose and describe if you or any member of your firm have ever had their professional license suspended or revoked in New Jersey or any other state.
16. Where is the location of your office? In Salem County or out of Salem County.
17. Describe the resources of your office. Include details of support staff. Include information on other qualified writers in your office who would be available to County Officials in the event your primary researcher or writers were absent or unavailable.

Equal Employment Opportunity/Affirmative Action

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 etseq. And N.J.A.C. 17:27.

(REVISED 10/08)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

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

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

Goods and General Service Vendors

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

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

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

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

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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. S12.101 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 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 this Act. In the event that the Contractor, its agents, servants, or employees, or subcontractors violate or are alleged to have violated this Act during the performance of this contract, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless, the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The Contractor shall, at his own expense, appear, defend, and pay any and all legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the Contractor agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the 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 constructed to relieve the Contractor from any liability, nor preclude the County from taking other actions available to it under any other provisions of this Agreement or otherwise at law.