

# #7

RESOLUTION OF THE BOARD OF FREEHOLDERS  
COUNTY OF ESSEX

RESOLUTION NO. \_\_\_\_\_

AUTHORITY FOR RESOLUTION: N.J.S.A. 40:41A-38(n)

PROPOSED BY: COUNTY EXECUTIVE

AUTHORITY FOR ACTION: N.J.S.A. 40:41A-36(i)

SUBJECT: OFFICE OF COUNTY COUNSEL – PROFESSIONAL SERVICES AGREEMENT – TO PROVIDE COUNTY ADJUSTER INVESTIGATIONS MARCH 1, 2016 THROUGH DECEMBER 31, 2016 TRIONAID ASSOCIATES, INC. \$35,000.00

WHEREAS, the County of Essex, has need for a professional investigator to perform the investigations required by N.J.S.A. 30:4-1 et seq. to determine the financial means and legal settlement of individuals admitted to the Essex County Hospital Center and other state institutions for the mentally ill when such persons claim Essex County as their legal settlement; and

WHEREAS, such investigations are necessary so that the cost of care of institutionalized individuals can be properly allocated to the State of New Jersey or the County of Essex and the institutionalized individuals, depending upon their financial means or the financial means of their legally responsible relatives, can be assessed a fee for the cost of their care; and

WHEREAS, such investigative services can best be performed by a professional, licensed investigator with the resources to determine both the legal settlement and the financial means of institutionalized individuals or their legally responsible relatives; and

WHEREAS, the Office of County Counsel through the Office of Purchasing has publicly advertised for a Request for Proposal for services of a professional investigator (the "Services"); and

WHEREAS, after review and evaluation of the proposals it is recommended by the Office of County Counsel that a Contract for the Services be awarded to Trionaid Associates, Inc. in an amount not to exceed \$35,000.00 for the period from March 1, 2016 through

December 31, 2016; and

WHEREAS, the Administration has presented to the Board of Chosen Freeholders proposed contract between the County and Trionaid Associates; and

WHEREAS, Trionaid Associates will provide monthly reports of investigations undertaken; and

WHEREAS, the Chief Financial Officer has certified the availability of funds to pay such contract, which certification is attached hereto; and

WHEREAS, said may be awarded without public bidding, as professional services in accordance with N.J.S.A. 40A:11-5(1) of the Local Public Contracts Law, on condition that a resolution authorizing the contract for professional services without competitive bidding, and the contract itself, be made available for public inspection; and

WHEREAS, the Board of Chosen Freeholders is empowered by N.J.S.A. 40:41A-38(n) to approve, by resolution, contracts presented by the County Executive;

RECEIVED  
CLERK OF THE BOARD  
2016 FEB 17 PM 3:15  
ESSEX COUNTY  
BOARD OF  
CHOSEN FREEHOLDERS

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the

County of Essex as follows:

1. That the contract with Trionaid Associates, Inc., a copy of which is attached hereto, is hereby approved in accordance with the provisions of law;
2. That the contract is awarded without competitive bid as "Professional Services" in accordance with N.J.S.A. 40A:11-5(1)(a) of Local Public Contracts Law because the services to be rendered are performed by persons authorized by law to practice a recognized profession which is regulated by law and the performance of which requires knowledge of an advanced type in a field of learning acquired by prolonged formal, specialized instruction;
3. That notice of this contract be published by the Clerk of the Board of Chosen Freeholders in accordance with the provisions of N.J.S.A. 40A:11-5(1);
4. That the Clerk of the Board forward two copies of said fully executed copies of said contract and this resolution to Courtney M. Gaccione, Essex County Counsel; Julius N. Coltre, Acting Purchasing Director; and one copy to Trionaid Associates, Inc., 616 Washington Street, Toms River, NJ 08753.

Approved as to form and legality Courtney Baccini Date: 2/17/16  
 ESSEX COUNTY COUNSEL

RECORD OF VOTE (X=Vote N.V=Abstention ABS=Absent)

Moved by Freeholder \_\_\_\_\_

Second by Freeholder \_\_\_\_\_

Freeholder	Yes	No	N.V.	ABS	Freeholder	Yes	No	N.V.	ABS
Bobadilla					Richardson				
Gill, V.P.					Sebold				
Johnson					Timberlake, Pres.				
Jones					Toro				
Luciano									

It is hereby certified that the foregoing Resolution was ( ) adopted ( ) defeated ( ) tabled by roll call vote at a \_\_\_\_\_ meeting of the Board of Chosen Freeholders of the County of Essex, New Jersey held on

Is Publication Required ( ) Yes ( ) No

Date Published \_\_\_\_\_

\_\_\_\_\_  
 Britnee N. Timberlake, President

C:\CONTRACT\2016\TRIONAID\RESOLUTI.ks

February 17, 2016  
Meeting Back-up  
Documentation  
For Resolution #7



COUNTY OF ESSEX

DECISION MEMORANDUM

COUNTY EXECUTIVE

BOARD AGENDA ITEM

COUNTY ADMINISTRATOR

DEPARTMENT: County Counsel

DIVISION: \_\_\_\_\_

TO: Ralph J. Ciallella  
County Administrator

FROM: Courtney M. Gaccione  
County Counsel

DATE: February 5, 2016

RE: Professional Services Contract with Trionaid Associates, Inc.  
for County Adjuster Investigations

A. INTRODUCTION.

Pursuant to N.J.S.A. 30:4-1 et seq., the County Adjuster is charged with the responsibility for determining the legal settlement of each individual receiving care and services at the Essex County Hospital Center ("ECHC") or other state institution for the mentally ill if an individual claims Essex County as his/her legal settlement. In addition, the County Adjuster is responsible for determining the financial ability of institutionalized individuals, or their legally responsible relatives, to make regular payments toward the cost of their care at the institutions. In order to make such determinations, the County Adjuster must undertake an investigation of each putative Essex County resident admitted to the ECHC or other state institution for the mentally ill.

After an institutionalized individual's legal settlement and financial ability are established, the County Adjuster must prepare and submit a proposed order to the court documenting the results of the investigation and establishing the individual's ability to contribute to the cost of his/her care. When the orders are entered, the County Adjuster retains copies for the County Adjuster files, and submits copies to the State and the institutions where the individuals are cared for.

The investigation process is a necessary component of the accounting between the State and the County for the cost of care of mentally ill Essex County residents. The County is "charged" for its residents institutionalized at state facilities residents, but is simultaneously reimbursed by the State by residents maintained at the ECHC through federal and state funds dedicated to the maintenance of mentally ill patients.

To meet its statutory requirements, it is necessary for the County of Essex to retain the services of a professional, licensed investigator to perform the County Adjuster investigations.

B. RECOMMENDATION.

It is recommended that the Board of Freeholders approve a contract renewal between the County of Essex and Trionaid Associates, Inc. in an amount not to exceed \$35,000.00 for the services performed during March 1, 2016 through December 31, 2016.

C. REASON FOR RECOMMENDATION.

The services provided by Trionaid Associates are necessary to insure that the County Adjuster meets his statutory requirements to determine legal settlement and financial ability of Essex County residents admitted to institutions for the mentally ill, including the ECHC. It is recommended that the Board of Freeholders approve a contract with Trionaid Associates, Inc., in the amount of \$35,000.00 for services performed during March 1, 2016 thru December 31, 2016.

CMG: ks



OFFICE OF ACCOUNTS AND CONTROL  
HALL OF RECORDS, ROOM 542  
NEWARK, NEW JERSEY 07102

**CERTIFICATION OF FUNDS**

Vendor Name Troinaid Associates, Inc.  
Account Name Law - County Counsel / Professional Services  
Account and Project # 101-1400-414-45-00 2016  
Contract Period (If Applicable) 03/01/2016 12/31/2016  
Purpose of Contract To determine the financial means and legal settlement of individuals admitted to the Essex County Hospital Center and other state institutions for the mentally ill when such persons claim Essex County as their legal settlement

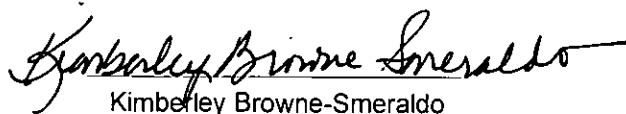
35,000.00 Contract Amount

Funding

35,000.00 Temporary Budget Amount  
Current Fund Budget Amount  
Contingent Current Year Amount  
Grant Funding  
Capital Funding  
Trust Funding  
Contingent Subsequent Years

I, do hereby certify that the funding is legally appropriated per the above information for the purpose specified in the attached contract. Furthermore, it has been represented to me that the contracts have been processed in accordance with the applicable provisions of the Optional County Charter Law, the Essex County Administrative Code and the Essex County Standard Operating Policies and Procedures.

cm Date: 2/17/2016  
Cert: 2590

  
Kimberley Browne-Smeraldo  
Temporary Chief Financial Officer



**STATEMENT OF  
CERTAIN POLITICAL CONTRIBUTIONS  
MADE AFTER JULY 11, 1986**

(This statement is part of the proposal packet)

Ordinance Number 0-86-0007, as amended by Ordinance Number 0-95-0003, adopted by the Board of Chosen Freeholders of the County of Essex, requires that all proposals for negotiated contracts submitted by individuals and/or business entities seeking to provide goods or to perform services for the County of Essex shall contain a statement setting forth each political contribution by them of \$500.00 or more made within five years next preceding the date of said contract, either directly or indirectly, to any County elected political official, County political party and/or County official, political organization, or any State political party.

Set forth name of County elected official, County political party and/or County official, political organization, or State political party to whom a political contribution of \$500.00 or more was made by proposers within five (5) years of the date hereof.

If none, write "none".

Name	Amount
NONE	

Proposer:           TILLOW AID ASSOCIATES, INC          

By:                       
(Signature)

Name of Signatory:           JOHN RYAN            
(Print or Type)

## CONTRACT FOR SERVICES

This Agreement made the 1st day of February, 2016, between the **County of Essex**, a body politic and corporate of the State of New Jersey (hereinafter referred to as "County") and **Trionaid Associates, 616 Washington Street, Toms River, NJ 08753** (hereinafter referred to as "Trionaid").

WHEREAS, the County is in need of the services of a professional investigator to perform the investigations required by N.J.S.A. 30:4-1, et seq. to determine the financial means and legal settlement of individuals admitted to the Essex County Hospital Center and other state institutions for the mentally ill when such persons claim Essex County as their legal settlement.

WHEREAS, such investigations are necessary so that the cost of care of institutionalized individuals can be properly allocated to the State of New Jersey or the County of the individuals' residence, and supplemented by the institutionalized individuals' or their legally responsible relatives' ability to pay for the costs of care.

NOW, THEREFORE, it is agreed as follows:

1. **Services.** Trionaid shall perform the statutorily required investigations of all putative Essex County residents admitted to the Essex County Hospital Center or State institution for the mentally ill.
2. **Term.** The term of this agreement shall be from March 1, 2016 through December 31, 2016.
3. **Compensation.** The total contract price for this agreement, including reimbursement for expenses, shall not exceed a maximum of **\$35,000.00**, without prior approval of the County of Essex Board of Chosen Freeholders. Trionaid shall be compensated per investigation at a rate ranging from \$25.00 to \$125.00. Trionaid shall submit a monthly statement in arrears for services rendered to the County. Trionaid will not charge for their appearance at the required Essex County Board of Chosen Freeholders' meeting approving his contract.
4. **In-House Costs.** The County shall not be charged for in-house costs for photocopies, telephone calls, e-mails, facsimiles, postage or overnight deliveries.
5. **Billing.** Fees and expenses will be billed monthly. The County shall not be obligated to pay fees and expenses not billed within sixty days of when incurred.
6. **Severability of Provisions.** Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law,

Such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or to other circumstances.

7. **Titles.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

8. **Waiver of breach.** The waiver by the County of any breach of any term or condition of this agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition of this agreement.

9. **Choice of Law.** This agreement shall be construed, governed, and enforced in accordance with the laws of the State of New Jersey. Any action based upon the terms of this agreement shall be venued within the County of Essex.

10. **Discrimination.** The provisions of N.J.S.A. 10:2-1 through 10:2-4, inclusive, relating to discrimination in employment on public contracts, and the rules and regulations promulgated thereunder, are incorporated into the terms and conditions of Trionaid's retention and made a part hereof.

11. **Incorporation.** The following documents are attached hereto and made a part hereof:

Appendix A - Standard Terms and Conditions;

Appendix B - Statement of Certain Political Contributions; and

Appendix C - General Provisions Governing Contracts For Consultants, Professional and Technical Services; and

Appendix D - Applicant/Proposer's Qualifications and Representations;

Appendix E - Vendor Certification;

Appendix F - Affirmative Action Requirements; and


Appendix G - Proof of Business filed with the NJ Division of Taxation.

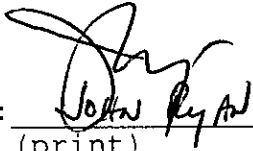
12. **Agreement.** Trionaid's signature on this agreement, or if work has already begun its failure to object to these terms promptly in writing, constitutes acceptance of the foregoing terms and conditions. This agreement constitutes the entire understanding concerning the County's engagement of Trionaid, and that understanding cannot subsequently be modified except in a writing signed by an authorized representative of the County.

IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the dates set forth below.

WITNESS:

TRIONAID ASSOCIATES

  
\_\_\_\_\_  
MARK LEVELY  
(print)

  
By: \_\_\_\_\_  
(print)

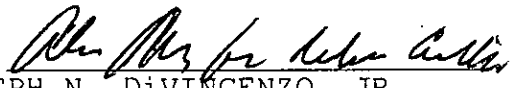
DATE: 2/9/16

DATE: 2/9/16

ATTEST:

COUNTY OF ESSEX

\_\_\_\_\_  
DEBORAH DAVIS FORD, CLERK  
ESSEX COUNTY BOARD OF  
CHOSEN FREEHOLDERS

By:   
\_\_\_\_\_  
JOSEPH N. DIVINCENZO, JR  
ESSEX COUNTY EXECUTIVE

DATE:

DATE:

APPROVED AS TO FORM

  
\_\_\_\_\_  
COURTNEY M. GACCIONE  
ESSEX COUNTY COUNSEL  
DATE:

c:2016 CONTRACT\TRIONAID\ks

## TERMS AND CONDITIONS

### 1. Compliance with Applicable Codes and Regulations

a. Consultant's work shall comply with all applicable governmental codes and regulations.

b. Consultant, as agent for the County shall obtain all governmental approvals and permits required for the Project. All fees and charges for such approvals and permits shall be advanced by the Consultant and reimbursed by the County, except as otherwise herein provided.

### 2. Time for Performance and Services

Consultant shall proceed with due diligence and shall complete its work within the time period specified in the RFP. If no time period for completion is specified in the RFP, the work shall be completed within the time period specified in paragraph 3 of this Agreement.

### 3. Ownership of Material

All data, material and documentation originated or prepared by or for the County pursuant to this Agreement shall belong exclusively to the County.

### 4. Insurance; Indemnification

Consultant shall maintain comprehensive general liability insurance of at least \$1,000,000.00 naming the County as an additional named insured in any such policy of insurance, and shall provide the County with a Certificate of Insurance as evidence thereof upon execution of this agreement.

Consultant shall also maintain professional liability insurance of at least \$1,000,000.00, and shall provide the County with a Certificate of Insurance as evidence of said policy upon execution of this Agreement.

Consultant hereby indemnifies and holds the County harmless from and against any and all liability, claims, actions and costs arising from negligent acts or omissions or whatsoever nature of Consultant, its agents, officers, directors, employees, partners, affiliates, and/or subcontractors, including cost of defense and/or attorney's fees engendered thereby.

5. Affirmative Action

During the performance of this contract, the Consultant agrees as follows (for purposes hereof the "Consultant shall be deemed to be the "contractor")).

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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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 the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, et seq. and P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract and Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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.

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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

6. Non-Discrimination

The provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment or public contracts, and the rules and regulations promulgated pursuant thereto, are hereby incorporated by reference and made a part of this Agreement.

7. Effective Date

This Agreement shall not become effective and binding upon the parties unless and until it is executed by the Essex County Executive and approved by the Essex County Board of Chosen Freeholders by resolution, the date of such approval being referred to as the "Effective Date."

8. Governing Law

This Agreement shall be governed by, and interpreted in accordance with the laws of the State of New Jersey.

9. Subcontracting

Consultant represents that it has not and will not engage the services of any consultant or other person as a subcontractor to it except for those subcontractors listed in the Proposal. Consultant may not engage the services of any other subcontractor without providing the County seven (7) days prior written notice thereof. Use by Consultant of any subcontractor shall not relieve Consultant of its any of its obligations and responsibilities under this Agreement, and Consultant shall be held accountable for the acts and omissions of its subcontractors.

Consultant further represents that it and its subcontractors have obtained all necessary licenses to conduct business in the State of New Jersey.



10. Conflicting Provisions

To the extent that there may be a conflict between any provisions in this Agreement and those in the Proposal, the provisions of this Agreement shall control.

11. Other Provisions

(a) The rights and remedies of the County under this Agreement shall be cumulative, and recourse to one shall not bar the County from relying upon any other right or remedy to which it is entitled.

(b) References in the Appendices to the "Contractor", "Engineer," or similar designations shall be deemed to be to Consultant herein. The Consultant shall submit, on or before the effective date of this Agreement, fully completed Appendices. To the extent that the information disclosed in the Appendices reveals a disability on the part of the Consultant which would have constituted a ground upon which the County could have rejected the Proposal, or contains any material inaccuracies regarding the Consultant's qualifications, the County may disaffirm and cancel this Agreement upon written notice to Consultant.

(c) In the event Consultant, without fault of the County fails to commence its work, or to perform or observe any material term of this Agreement, the County, at its option, may terminate this Agreement upon written notice to Consultant.

(d) Consultant acknowledges that in the performance of its services hereunder it is acting as an independent contractor and not as an agent, employee, or co-venturer of the County. Consultant further agrees that it shall perform its services in accordance with the current state-of-the-art and procedures of its profession.

(e) Consultant represents that it is duly licensed by the State of New Jersey to engage in its business, and that no disciplinary proceedings are pending against it before the State of New Jersey or any of its agencies, or before any Professional Disciplinary Board.

(f) The parties to this Agreement know of no reason why the execution of this Agreement would be in violation of the laws of the State of New Jersey, or would give rise to any conflict of interest or violation of the County's Code of Ethics.

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS,  
PROFESSIONAL AND TECHNICAL SERVICES

1. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- A. "County" shall mean the County of Essex.
- B. "Controller" shall mean the Controller of the County of Essex.
- C. "Law" or "Laws" shall include, but not be limited to, the Essex County Administrative Code, any County ordinance, rule or regulation having the force of law, laws and regulations of the State of New Jersey and of the United States.

2. REPRESENTATIONS AND WARRANTIES

2.1 Procurement of Agreement

- A. The Contractor represents and warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. The Contractor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.
- B. For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for the falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Agreement.

2.2 Conflict of Interest

The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The contractor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it.

### 2.3 Fair Practices

The Contractor and each person signing on behalf of any contractor represents and warrants and certifies, under penalty of perjury, that to the best of its knowledge and belief:

- A. The prices in this contract have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this contract and in the proposal submitted by the Contractor have not been knowingly disclosed by the Contractor prior to the proposal opening, directly or indirectly, to any other bidder or to any competitor; and
- C. No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

The fact that the Contractor (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposal or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the above.

### 3. AUDIT BY THE COUNTY

#### 3.1

The Contractor shall maintain such books and records as may be required by the Controller so that he may evaluate the reasonableness of the charges and shall make its records available to the Controller as he considers necessary.

3.2 The Contractor shall not be entitled to final payment under the Agreement until all requirements of the County for payment have been satisfactorily met.

### 4. COVENANTS OF THE CONTRACTOR

#### 4.1 Employees

- A. None of the experts or consultants or employees of the Contractor who are employed by the Contractor to perform work under this contract are employees of the County. Nothing in this contract shall impose any liability or duty on the County for the acts, omissions, liabilities or obligations of the Contractor or any person, firm, company, agency, association, corporation or organization engaged by the Contractor as expert consultant, independent contractor, specialist, trainee,

employee, servant, or agent, or for taxes of any nature including but not limited to unemployment insurance, workmen's compensation, disability benefits and social security, or, except as specifically stated in this contract, to any person, firm, or corporation.

- B. The Contractor shall be solely responsible for all physical injuries or death to its agents, servants, or employees or to any other person or damage to any property sustained during its operations and work on the project under this agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, employees, agents, servants, or independent contractors, and shall hold harmless and indemnify the County from liability upon any and all claims for damages on account of such injuries or death to any such person or damages to property or on account of any neglect, fault or default of the Contractor, its officers, trustees, employees, agents, servants, or independent contractors. The Contractor shall be solely responsible for the safety and protection of all of its employees regardless of any negligence, fault or default of the Contractor.

#### 4.2 Independent Contractor Status

The Contractor represents that it is an independent contractor, and not an employee of the County, and that in accordance with such status as independent contractor the Contractor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the County, or of any department, agency or unit thereof, by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, Workmen's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

#### 4.3 Insurance; Indemnification

- A. The contractor shall indemnify and hold the County harmless from all liability and shall carry paid up comprehensive general liability insurance in the sum of not less than one million (\$1,000,000) dollars per occurrence to protect the County against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damage to property, whether such injuries, death or damages be attributable to the negligence or any other acts of the Contractor, its employees, or otherwise. Such policy or policies of insurance shall be obtained from a company or companies duly licensed to do business in the State of New Jersey, and shall name the County as an insured thereunder, and shall provide that in the event of cancellation thereof the County shall be notified at least fifteen (15) days in advance thereof. A certificate of insurance shall be delivered to the County for approval as to form prior to the effective date of this contract. The liability of the Contractor hereunder to the County is absolute and is not dependent upon any question of negligence on its part.

- B. In the event that any claim is made or any action is brought against the County arising out of negligent or careless acts of an employee of the Contractor, either within or without the scope of his employment, or arising out of Contractor's negligent performance of this Agreement, then the County shall have the right to withhold further payments hereunder for the purpose of setoff in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### 4.4 Protection of County Property

- A. The Contractor assumes the risk of, and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, and caused, either directly or indirectly, by the acts, conduct, omissions or lack of good faith of the Contractor, its officers, managerial personnel and employees, or any person, firm, company, agent or others engaged by the Contractor as expert, consultant, specialist or subcontractor hereunder.
- B. In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purpose of set-off, in sufficient sums to cover such loss or damage.
- C. The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

#### 4.5 Confidentiality

- A. All information obtained, learned, developed or filed in connection with welfare recipients or their relatives, including data contained in official County files or records, shall be confidential and shall not be disclosed to unauthorized persons except on written consent of the County, or as authorized or required by law.
- B. All of the reports, information or data, furnished to or prepared, assembled or used by the Contractor under this Agreement are to be held confidential, and prior to publication, the Contractor agrees that the same shall not be made available to any individual or organization without the prior written approval of the County.

#### 4.6 Books and Records

The Contractor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

#### 4.7 Retention of Records

The Contractor agrees to retain all books, records, and other documents relevant to this Agreement for six years after the final payment or termination of this Agreement, whichever is later.

#### 4.8 Compliance with Law

Contractor shall render all services under this Agreement in accordance with the applicable provisions of federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.

#### 4.9 Equal Employment Compliance

See Addendum IB Attached Hereto.

#### 4.10 Federal Employment Practices

Contractor and its subcontractors shall comply with all federal civil rights legislation pertaining to employment, and rules and regulations thereunder.

#### 4.11 Non-Discrimination Against the Handicapped

The Contractor agrees that it will comply with all legislation prohibiting employment discrimination against the handicapped and all regulations, guidelines and interpretations issued pursuant thereto.

#### 4.12 Assignment

- A. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement or of Contractor's rights, obligations duties, in whole or in part, or of its rights to execute it, or its right, title or interest in it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this contract, unless the prior written consent of the County shall be obtained. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.
- B. Failure of the Contractor to obtain any required consent to any assignment, shall be cause for termination, at the option of the County; and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, his assignees or transferees, and all monies that may become due under the contract shall be forfeited to the County except so much thereof as may be necessary to pay the Contractor's employees.
- C. The provisions of this clause shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the laws of the State of New Jersey.
- D. This Agreement may be assigned by the County to any corporation, agency or instrumentality having authority to accept such assignment.

#### 4.13 Subcontracting

- A. The Contractor agrees not to enter into any subcontracts for the performance of its obligations, in whole or in part, under this Agreement without the prior written approval of the County. Two copies of each such proposed subcontract shall be submitted to the County with the Contractor's written request for approval. All such subcontracts shall contain provisions specifying:
  - 1. that the work performed by the subcontractor must be in accordance with the terms of the Agreement between the County and the Contractor,
  - 2. that nothing contained in such agreement shall impair the rights of the County,
  - 3. that nothing contained herein, or under the Agreement between the County and the Contractor, shall create any contractual relation between the subcontractor and the County, and
  - 4. that the subcontractor specifically agrees to be bound by this Agreement to the same extent as the Contractor would be in performing such subcontracted work.
- B. The Contractor agrees that it is fully responsible to the County for the acts and omissions of the subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it.
- C. The aforesaid approval is required in all cases other than individual employer-employee contracts.
- D. The Contractor shall not in any way be relieved of any responsibility under this Contract by any subcontract.

#### 4.14 Publicity

- A. The prior written approval of the County is required before the Contractor or any of its employees, servants, agents, or independent contractors may, at any time, either during or after completion or termination of this Agreement, make any statement to the press or issue any material for publication through any media of communication bearing on the work performed or data collected under this Agreement.
- B. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments attained in such performance, the County shall have a free, non-exclusive and irrevocable right to reproduce, publish or otherwise use and to reproduce, publish or otherwise use and to authorize others to use the publication or parts thereof.



#### 4.15 Participation in an International Boycott

- A. The Contractor agrees that neither the Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1969, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.
- B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the Contractor or a substantially owned affiliated company thereof, participation in an international boycott in violation of the provisions of the Export Administration Act of 1969, as amended, or the regulations promulgated thereunder, the County may, at its option, cancel this contract.

#### 4.16 Anti-Trust

The Contractor hereby assigns and transfers to the County all right, title and interest in and to any claims and causes of action arising under the anti-trust laws of the State of New Jersey or of the United States relating to the particular goods or services purchased or procured by the County under this Agreement.

#### 4.17 Cooperation and Assistance

In the event that a claim is made or any action is brought against the County in any way relating to the performance of this Agreement, the Contractor shall, upon request, diligently render to the County any and all assistance which the County requires of the Contractor.

### 5. TERMINATION

#### 5.1 Termination of Agreement

- A. The County shall have the right to terminate this Agreement, in whole or in part:
  - 1. For any cause for termination specified in any section of this Agreement.
  - 2. Upon the failure of the Contractor to comply with any of the terms and conditions of this Agreement.
  - 3. Upon the Contractor's becoming insolvent.
  - 4. Upon the commencement under the Bankruptcy Act of any proceeding by or against the Contractor, either voluntary or involuntary.
- B. The County shall give the Contractor written notice of any termination of this Agreement specifying therein the applicable provisions of subsection A of this section and the effective date thereof which shall not be less than 10 days from the date the notice is received.

- C. The Contractor shall be entitled to apply to the County to have this Agreement terminated by the County by reason of any failure in the performance of this Agreement (including any failure by the Contractor to make progress in the prosecution of work hereunder which endangers such performance), if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to: acts of God or of the public enemy; acts of the Government in either its sovereign or proprietary capacity; fires, flood; epidemics; quarantine restrictions; strikes; freight embargoes, or any other cause beyond the reasonable control of the Contractor. The determination that such failure arises out of causes beyond the control and without the fault or negligence of the Contractor shall be made by the County which agrees to exercise reasonable judgment therein. If such a determination is made and the Agreement terminated by the County pursuant to such application by the Contractor, such termination shall be deemed to be without cause.
- D. Upon termination of this Agreement, the Contractor shall comply with County close-out procedures, including but not limited to:
1. Accounting for and refunding to the County within thirty (30) days any unexpended funds which have been paid to the Contractor pursuant to this agreement.
  2. Furnishing, within thirty (30) days, an inventory to the County of all equipment, appurtenances and property purchased through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.
  3. Not incurring or paying any further obligation pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by the County in accordance with the terms of this Agreement. In no event shall the word "obligation," as used herein, be construed as including any lease agreement oral or written, entered into between the Contractor and its landlord.
  4. Turn over to the County or its designees all books, records, documents and material specifically relating to this Agreement.
  5. Submit, within ninety (90) days, a final statement and report relating to this Agreement. The report shall be made by a certified public accountant or a licensed public accountant.
- E. In the event the County shall terminate this Agreement in whole or in part as provided in paragraphs 1, 2, 3, or 4 of subsection A of this section, the County may procure, upon such terms and in such manner deemed appropriate, services similar to those so terminated, and the Contractor shall continue the performance of this Agreement to the extent not terminated hereby.

- F. Notwithstanding any other provisions of this contract the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of Contractor's breach of the contract, and the County may withhold payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due to the County from the Contractor is determined.
- G. The provisions of the Agreement regarding confidentiality of information shall remain in full force and effect following any termination.
- H. The rights and remedies of the County provided in this section shall not be exclusive and are in addition to all other rights and remedies provided by law or under this Agreement.

## 6. MISCELLANEOUS

### 6.1 Conflict of Laws

All disputes arising out of this Agreement shall be interpreted and decided in accordance with the laws of the State of New Jersey.

### 6.2 General Release

The acceptance by the Contractor or its assignees of the final payment under this contract, whether by voucher, judgment or any court of competent jurisdiction or any other administrative means, shall constitute and operate as a general release to the County from any and all claims of and liability to the Contractor arising out of the performance of this contract.

### 6.3 No Claim Against Officers, Agents or Employees

No claim whatsoever shall be made by the Contractor against any officer, agent or employee of the County for, or on account of, anything done or omitted in connection with this contract.

### 6.4 Waiver

Waiver by the County of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed as a modification of the terms of this Agreement.

### 6.5 Notice

The Contractor and the County hereby designate the business addresses hereinabove specified as the places where all notices, directions or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Actual delivery of any such notice, direction or communication to a party at the aforesaid place, or delivery by certified mail shall be conclusive and deemed to be sufficient service thereof upon such party as of the date such notice, direction or communication is received by the party. Such address may be changed at any time, in writing, by the party making such change and delivered to the other party in the manner as specified above. Nothing in this section shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of any legal action.

#### 6.6 All Legal Provisions Deemed Included

It is the intent and understanding of the parties to this contract that each and every provision of law required to be inserted in this contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to have been inserted herein, even if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form.

#### 6.7 Severability

If this contract contains any unlawful provision not an essential part of the contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the contract without affecting the binding force of the remainder.

#### 6.8 Political Activity

There shall be no partisan political activity or any activity to further the election or defeat of any candidate for public, political or party office as part of or in connection with this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

#### 6.9 Modification

This Agreement may be modified by the parties in writing in a manner not materially affecting the substance hereof. It may not be altered or modified orally.

#### 6.10 Paragraph Headings

Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this contract and in no way affect this contract.

#### 6.11 No Removal of Records From Premises

Where performance of this Agreement involves use by the Contractor of County papers, files, data or records at County facilities or offices, the Contractor shall not remove any such papers, files, data or records therefrom without the prior approval of the County's designated official.

#### 6.12 Inspection at Site

The County shall have the right to have representatives of the County or of the State or Federal governments present at the site of the work to observe the work being performed.

#### 6.13 Supervision of Performance

The County shall assign one (1) or more employees or agents as liaison with the Contractor who shall be authorized to assert and represent the County's interest under the Agreement.

#### 6.14 Payment for Work

Payment to the Contractor shall be in accordance with the County's standard policies and procedures and shall be subject to the filing, by Contractor, of duly approved County voucher forms.

#### 6.15 Permits and Fees

Contractor shall be responsible for securing, at its own cost and expense, all permits and approvals needed for its performance of the Agreement.

#### 6.16 Extra Work

In the event the County determines that additional or extra work not covered by the Agreement is required of Contractor in connection with the project which is the subject of the Agreement, Contractor agrees to perform such work at the same rates provided in the Agreement. If no rates are provided for such additional work in the Agreement, then the work shall be performed for such payment as agreed to by the parties. If the parties cannot agree, then Contractor shall perform the work for such additional payment as may be determined by the County to be reasonable, subject to Contractor's right thereafter to seek additional compensation by arbitration or litigation if contractor feels such payment is unreasonable.

#### 6.17 Delays in Performance by Contractor

If performance is delayed by Contractor and the County suffers damages as a result of such delay, Contractor shall be liable for such damages including the amount of wages which may be paid by the County to any inspectors or supervisors employed by it in connection with the work for the period of the delay. Any such damages may be deducted by the County from the contract price.

#### 6.18 Breaches and Non-Compliance

In addition to any other remedy provided herein or in law, in the event of any breaches or non-compliance in performance by the Contractor under this Agreement, the County shall have the right to have any such breach or non-compliance corrected and cured by the Contractor.

#### 6.19 American Made Goods

Only manufactured products of the United States, whenever available, and where required for performance under the Agreement, shall be used.

## **EXHIBIT A**

(revised 4/10)

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27**

#### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract~compliance](http://www.state.nj.us/treasury/contract~compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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.**

**APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS**

The Applicant/Proposer makes the following statements and representations as part of the proposal:

1. Applicant/Proposer (firm name or individual): TRIONAIO ASSOCIATES, INC.

2. Address: 616 WASHINGTON ST

TOMS RIVER NJ 08753

3. Federal Employer Identification Number: 22 3811395

4. How long have you been in business? 14 YEARS

5. How long at present address? 4 YEARS

6. If incorporated, state date of incorporation and in what state incorporated and designate whether a Not-For-Profit corporation or other classification. (If not a domestic corporation, attach a copy of the Certificate of Authority issued by the Secretary of State of New Jersey pursuant to the General Corporation Law).

6/5/2001 NEW JERSEY

7. List below names and addresses of all officers of the Corporation (attach additional sheet(s) if necessary):

<u>Name</u>	<u>Address</u>	<u>Title</u>
<u>Denise A Ryan</u>	<u>616 WASHINGTON ST TOMS RIVER NJ 08753</u>	<u>President</u>



**APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS**

7a. List below the names and addresses of all members of the Board of Directors.

<u>Name</u>	<u>Address</u>	<u>Title</u>
N/A		

7b. Complete the following as to any stockholder holding 10% or more of the issued and outstanding stock. If any stockholder is another corporation, attach a rider giving the answers to questions 1 through 7b with respect to that corporation.

<u>Name</u>	<u>Address</u>	<u># Shares Held</u>	<u>% Shares Issued</u>
Denise A Ryan	616 WASHINGTON ST TOMS RIVER NJ	55%	
James V Ryan	616 WASHINGTON ST TOMS RIVER NJ 08753	10%	
John Ryan	616 WASHINGTON ST TOMS RIVER NJ 08753	35%	

7c. Has any corporation, partnership, association or individual, other than the stockholder(s) herein set forth, any beneficial interest, directly or indirectly in the stock held by said stockholders?  Yes  No

If answer is "yes" state the name and address of the corporation, partnership association or individual having such beneficial interest and specify the nature of such interest. If such beneficial interest is held by a corporation, attach rider giving answers as required in questions 1 through 7b with respect to that corporation.

**APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS**

8. Are you a partnership? NO

If so, list names and addresses of all partner (attach additional sheet(s) if necessary).

9. If you are doing business under a trade name, give state and country in which certificate is filed.

N/A

10. Average number of employees: 5

11. Have you ever bid or submitted a proposal on County of Essex business under another name? NO If the answer is yes, list below the name or names.

12. Have you any outstanding bids or proposals for contracts with the County of Essex? NO If the answer is yes, please list them.

Subject

Requesting Agency

N/A

**APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS**

13. Have you any current contract awards from the County? NO  
If the answer is yes, please list them including the amount of the award.

<u>Subject</u>	<u>Amount</u>	<u>Awarding Agency</u>
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14. Describe any other contracts for professional services which you have entered into with the County of Essex within the past three (3) years beginning with the most recent to least recent (include agency or department name, brief description of the department contact person's name and telephone number). Applicant need not provide more than five (5) such descriptions. Attach additional sheet(s) as required.

N/A

15. Bank references.

SEE ATTACHED LETTER FROM WELLS FARGO

16. Statement of financial conditions (please attach most recent audit report or annual financial statement).

SEE ATTACHED LETTER FROM WELLS FARGO

## APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS

19. That the Applicant/Proposer fully understands and submits its proposal with the specific knowledge that:
  - (a) All proposals must be approved by the County of Essex; and
  - (b) In the event Applicant/Proposer's proposal is accepted and receives all necessary approvals, the proposal will be incorporated into a contract containing provisions provided by the County of Essex, and that the resultant contract must be approved as to form by the County Counsel of the County of Essex, approved by the Board of Chosen Freeholders of the County of Essex (if in an amount of \$2,100 or more).
20. That the Applicant/Proposer certifies that it is duly licensed to do business in the State of New Jersey and agrees to obtain all necessary permits and/or licenses required by law or regulation for the performance of any contract awarded and to obtain necessary insurance coverage as directed by the County of Essex.
21. That the Applicant/Proposer will not alter the personnel assignments shown in the proposal without the written consent of the County.

**APPLICANT/PROPOSER'S QUALIFICATIONS AND REPRESENTATIONS**

The following affidavit must be subscribed and sworn to before a Notary Public or Commissioner of Deeds. (If the applicant is an individual he must be the subscriber; if applicant is a partnership, one of the partners must be the subscriber; if applicant is a corporation, the affidavit must be subscribed by an officer of the corporation who must state what office he holds).

STATE OF NEW JERSEY :

ss:

AFFIDAVIT

COUNTY OF Ocean :

The undersigned hereby certifies to the truth and accuracy of all statements, answers and data contained in this proposal and application, and hereby authorizes the County of Essex to make any necessary examination or inquiry in order to make a determination as to his qualifications and responsibility. The undersigned has examined all parts of the Request for Proposal and understands that it is completely discretionary with the County officials whether to accept, reject, or negotiate its proposal submitted pursuant thereto.




Signature of Applicant

MANAGING PARTNER

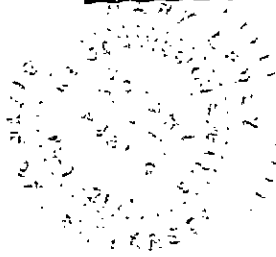
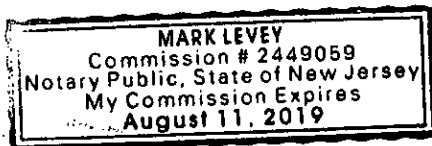
Title

Sworn to before me this

11th day of February  
2016



(Seal) Notary Public or Commissioner of Deeds



DISCLOSURE STATEMENT


The attention of prospective vendors is drawn to the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22-1, et seq.) which prohibits a County Officer or employee or member of his/her immediate family from having an interest in a business organization or engaging in any business transaction, or professional activity which is in substantial conflict with the proper discharge of his/her duties in the public interest.

In furtherance thereof, every vendor must disclose below, being an Essex County officer or employee or whether an immediate family member is an Essex County officer or employee. If the vendor is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.

Please answer the following:

Is the vendor or a member of the vendor's immediate family, or anyone having an interest in the vendor's business organization including their immediate family members, an officer or employee of Essex County?

NO   X   YES \_\_\_\_\_

  
\_\_\_\_\_  
\* President, Vice President or Signature of  
Authorized Representative

John Ryan  
Print Name  
MANAGING PARTNER  
Title

If yes, provide the name of the individual and identify the position held, below, and notify in writing the Office of County Counsel, Hall of Records, 465 Dr. Martin Luther King, Jr. Blvd., Room 535, Newark, NJ 07102. (Attach a copy of the correspondence to this form).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: All terms used herein are to be construed in accordance with their meaning under the Local Government Ethics Law, cited above.

**AMERICANS WITH DISABILITIES ACT**

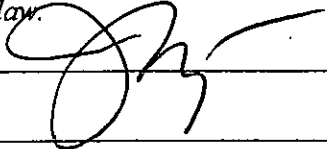
**EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES**

*The contractor and the County of Essex, (hereafter "Owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121.01 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 Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event 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 Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner 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.*

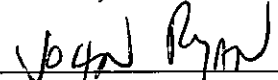
*The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees,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

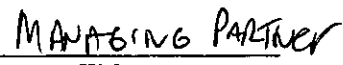
*It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.*

*It is further agreed and understood that the Owner 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 Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.*

S/  \_\_\_\_\_

\_\_\_\_\_  
President, Vice President or Signature of Authorized Representative

  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

VENDOR CERTIFICATION

I, John Ryan, am a duly authorized representative of

TRONOID ASSOCIATES, INC.

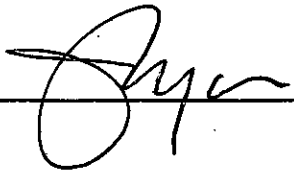
(hereinafter referred to as "Vendor") which has submitted a proposal to provide the following services to the County of Essex (hereinafter referred to as "County"):

Investigative Services for the office of  
counsel.

I have reviewed and I am aware of the representation made by the Vendor to the County in its proposal for said contract, dated 3/1/16 TO 12/31/16.

I am also aware that the County will rely upon said representations in the award of said contract and I certify that said representation made by the vendor are true and accurate.

DATED: 2/9/16





**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

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

**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

Sample of Certificate



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

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

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

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

COMPANY: TEYONAI ASSOC. SIGNATURE: [Signature]  
PRINT NAME: JOHN RYAN TITLE: MANAGING PARTNER  
DATE: 2/9/16

## PROOF OF BUSINESS REGISTRATION (Revised)

Pursuant to PL 2004, Chapter 57, each respondent (contractor) is required to be registered at or before time of response award. Proof of registration shall be a copy of the respondent's Business Registration Certificate (BRC), which must be submitted by or before award of contract. A BRC is obtained from the New Jersey Division of Revenue.

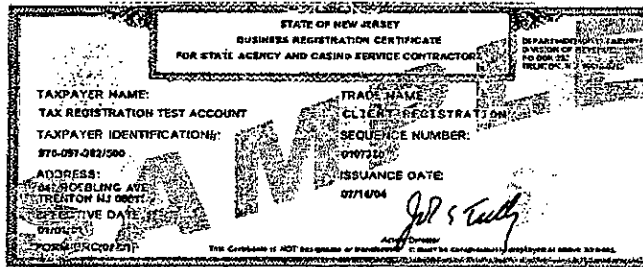
A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. The NJ State website address for getting registered is as follows: <http://www.state.nj.us/treasury/revenue/gettingregistered.htm> or contact the state by phone at (609) 292-1730.

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

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

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

**PLEASE NOTE: NON-PROFIT ORGANIZATIONS ARE EXEMPT-HOWEVER, NON-PROFIT ORGANIZATIONS MUST PROVIDE A COPY OF THEIR 501C STATUS OR EQUIVALENT**



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

**STATE OF NEW JERSEY**  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY <b>22-3811395</b>	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY <b>5</b>		
4. COMPANY NAME <b>Trionaid Associates Inc</b>				
5. STREET <b>616 Washington St</b>	CITY <b>Toms River</b>	COUNTY <b>Ocean</b>	STATE <b>NJ</b>	ZIP CODE <b>08753</b>
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) <b>N/A</b>		CITY	STATE	ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER				
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ <b>N/A</b>				
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <b>5</b>				
10. PUBLIC AGENCY AWARDED CONTRACT				
CITY		COUNTY	STATE	ZIP CODE

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

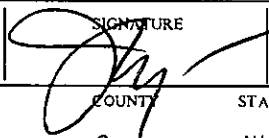
**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN											
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****						
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.		
Officials/ Managers	2	1	1						1						1
Professionals	3	3							3						
Technicians															
Sales Workers															
Office & Clerical															
Craftworkers (Skilled)															
Operatives (Semi-skilled)															
Laborers (Unskilled)															
Service Workers															
<b>TOTAL</b>	<b>5</b>	<b>4</b>	<b>1</b>						<b>4</b>						
Total employment From previous Report (if any)															
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.														

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted?  1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO.   DAY   YEAR  <b>2013</b>
13. DATES OF PAYROLL PERIOD USED From: <b>2/5/16</b> To: <b>2/13/16</b>		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) <b>John Ryan</b>	SIGNATURE 	TITLE <b>Managing Partner</b>	DATE MO   DAY   YEAR <b>2   9   16</b>		
17. ADDRESS NO. & STREET <b>616 Washinton St</b>	CITY <b>Toms River</b>	COUNTY <b>Ocean</b>	STATE <b>NJ</b>	ZIP CODE <b>08753</b>	PHONE (AREA CDDE, NO., EXTENSION) <b>732 - 998 - 8406</b>



January 17, 2014

Trionaid Associates Incorporated  
James V. Ryan  
Denise A Ryan  
248 Ocean Ave.  
Island Heights, NJ 08732

To Whom it may concern,

Mr. and Mrs. Ryan are high value clients with Wells Fargo since 8/2004. They have their personal and business accounts with us and have always been in good financial standings. If you have any further questions feel free to contact me at 732-288-7921.

Sincerely,



Nancy Ferrari-Lightbody

Wells Fargo

Branch Manager



Nancy Ferrari-Lightbody  
Store Manager  
NMLS ID: 703960

DO NOT WRITE IN THESE SPACES  
FOR SIGNATURE  
FOR INITIALS  
FOR DATE



## State of New Jersey

**CHRIS CHRISTIE**  
*Governor*

**KIM GUADAGNO**  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*

### APPROVED

*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges The Trionaid Associates, Inc as a Category 1 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.1

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



Andrew Pantelides  
Assistant Director

Issued: 5/21/2013  
Certification Number: A0006-57

Expiration: 5/21/2016



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** TRIONAID ASSOCIATES INCORPORATED  
**Trade Name:** .  
**Address:** 616 WASHINGTON ST  
 TOMS RIVER, NJ 08753  
**Certificate Number:** 0784047  
**Effective Date:** January 21, 2013  
**Date of Issuance:** May 21, 2013

**For Office Use Only:**  
 20130521161558290

**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES  
SHORT FORM STANDING**

**TRIONAID ASSOCIATES INCORPORATED**

0400001672

*I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Profit Corporation was registered by this office on June 5, 2001.*

*As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.*

*I further certify that the registered agent and registered office are:*

*Denise A Ryan  
616 Washington Street  
Toms River, NJ 08753*



Certification# 132278780

*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed my  
Official Seal at Trenton, this  
19th day of May, 2014*

*Andrew P Sidamon-Eristoff  
State Treasurer*

Verify this certificate at  
[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)



The State of New Jersey  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF STATE POLICE

License Number 6741

Date of Expiration 7/6/2017

# License

This Is to Certify, pursuant to the provisions of Title 45, Chapter 19 of the Revised Statutes, and supplements and amendments thereto

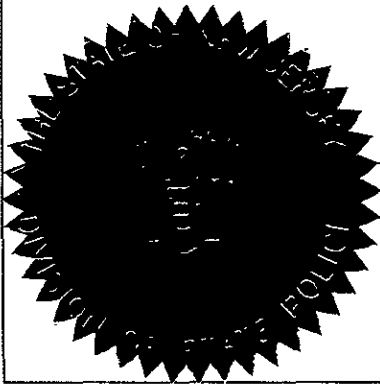
*Trionaid Associates, Inc.*

has been duly licensed as a Private Detective Business at

*Toms River, New Jersey*

For the term of two years to be represented as principally the qualified members named below:

*James V. Ryan - Denise A. Ryan - John Ryan*



In Witness Whereof, the Division of

State Police has caused this certificate to be

signed and its official seal affixed on this

23rd day of June 2015

*Joseph P. ...*  
Superintendent  
New Jersey State Police